

INVITATION TO BID

20-090B

MATANUSKA-SUSITNA BOROUGH
PURCHASING DIVISION
PALMER, ALASKA



BID AND CONTRACT DOCUMENTS FOR RIDGECREST ROAD IMPROVEMENTS

OPENING DATE & TIME:
Monday, February 24, 2020 @ 1:30 PM

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BID #20-090B

SECTION I

ADVERTISEMENT

MATANUSKA-SUSITNA BOROUGH
350 East Dahlia
Palmer, Alaska 99645

ADVERTISEMENT

VENDOR		ACCOUNT #	DATE FOR ADVERTISEMENT
Anchorage Daily News		MATA 0070	1/30/2020
TYPE OF AD:	<input type="checkbox"/> Display	<input checked="" type="checkbox"/> Classified	<input type="checkbox"/> Public Information

The material herein must be printed in its entirety on the dates shown above. Affidavit of publication is required prior to payment.

MATANUSKA-SUSITNA BOROUGH
BID #20-090B
RIDGECREST ROAD IMPROVEMENTS

The Matanuska-Susitna Borough is soliciting bids from qualified contractors to install a new fish passage culvert at an existing culvert crossing on Ridgecrest Road at Blodgett Lake. Also reconstruct Ridgecrest Road a distance of 375 feet. Grading, drainage, and other miscellaneous items of work will be done as necessary.

Bid documents are available to download for free beginning **Wednesday, January 29, 2020** from the MSB Purchasing Division's website, at <https://www.matsugov.us/contractopportunities>. For more information call (907) 861-8601, Fax (907) 861-8617, or e-mail purchasing@matsugov.us.

Deadline for Questions: **Friday, February 14, 2020 at 5:00 PM**

Bids open: **Monday, February 24, 2020 at 1:30 PM in the Purchasing Division**

Bids must be received in the Purchasing Division prior to the time fixed for opening of the bids to be considered. Time of receipt will be determined by the time stamp in the Purchasing Division.

Persons needing accommodation in order to participate should contact the borough ADA coordinator at (907) 861-8404.

The Matanuska-Susitna Borough reserves the right to accept or reject any or all bids, waive any and all technicalities or informalities it deems appropriate. Award of this project is subject to the availability of funding.

Page 1 of 1	Approved by: Signature on File
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DEPARTMENT ACCOUNT NO.: **265.000.000 422.000**

BID #20-090B

SECTION II

INSTRUCTIONS TO BIDDERS

BID #20-090B

RIDGECREST ROAD IMPROVEMENTS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

1.1 Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, bid form, other sample bidding and contract forms, proposed Contract Documents, including any Addenda issued prior to receipt of bids and bond forms. Contract Documents proposed for the work consist of the Borough-Contractor Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.2 All definitions set forth in the General Conditions of the Construction Agreement or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Borough prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A Bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the base, to which work may be added, or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid, if the corresponding change in the work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services, as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a Bid to a Bidder for materials or labor for a portion of the work.

1.10 Any interested party submitting a bid on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available on the MSB web page under Economy and Bids. Any submission of a bid, with participation or involvement of an individual, company, firm or corporation on this list will render the bid as non-responsible.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Bidder's Bid is made in accordance therewith.

2.1.2 The bidder has visited the site and has taken other steps as may be necessary to ascertain the nature and local conditions of the work, the general and local conditions which could affect the work or costs thereof. Failure to do so will not relieve Bidders of responsibility for estimating properly or the difficulty or cost of successfully performing the work. The submission of a Bid shall be an admission that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements and accuracy of the Bidding Documents.

2.1.3 The Borough assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

2.1.4 The Bidder shall include in their Bid sums sufficient to cover all items required by the Contract and the conditions of the site(s), and shall rely entirely upon their own examination in making their Bid. The submission of a Bid shall be taken as a prima facie evidence of compliance with this paragraph.

2.1.5 The Bidder's Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 Copies

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office's webpage as designated in the Advertisement or Invitation to Bid.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; the Borough does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. If material required for bidding purposes by these documents is absent, the Bidder is required to notify the Purchasing Officer.

3.1.3 The Borough in making electronic copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the work, and does not confer a license of grant for any other use.

3.2 Interpretation or Correction of Bidding Documents

3.2.1 Bidders and Sub-bidders shall promptly notify the Purchasing Officer by fax at 861-8617, or by e-mail at purchasing@matsugov.us of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Purchasing Officer at least five work days prior to the date for receipt of Bids. Questions or requests for clarifications shall be directed to the borough's Purchasing Officer at purchasing@matsugov.us. Questions or requests for clarification directed to any other member of the borough staff, or consultant may be grounds for rejection of bid as being irregular

3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 Addenda

3.3.1 Addenda will be posted on the Borough's Purchasing webpage, notice will be emailed to all known by the Purchasing Division to have requested to be added to a plan holders list for the solicitation.

3.3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.3.3 No Addenda will be issued later than four work days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids, or one which includes postponement of the date for receipt of Bids.

3.3.4 Each Bidder shall be responsible for ascertaining prior to submitting their Bid that they have received all Addenda issued, and they shall acknowledge their receipt in their Bid.

ARTICLE 4 - BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 A Bid shall constitute an irrevocable offer to enter into a contract with the Borough on the terms of the Bid and the Bidding Documents. Bids shall be submitted on forms provided in the Bidding Documents.

4.1.2 All blanks on the Bid form shall be filled in, typed or written legibly in ink (preferably in **blue** ink).

4.1.3 Where required on the Bid, Bidders must quote on all items and they are warned that failure to do so may disqualify the Bid. When quotations on all items are not required, Bidders should insert the words "no bid" in the space provided for any item where no quotation is made.

4.1.4 Bids shall specify a unit or lump sum price, typed or written legibly in ink for each Bid item called for. In case of error in the extension of prices, the unit price will govern. Bids may be rejected if they show any omissions, alteration of the forms, additions not called for, conditional or alternate Bids not called for, qualified bids, or irregularities of any kind.

4.1.5 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

4.1.6 All requested Alternates shall be Bid. If no change in the Base Bid is required, enter "No Change."

4.1.7 Where two or more Bids for designated portions of the work have been requested, the Bidder may, without forfeiture of their Bid Guarantee, state their refusal to accept award of less than the combination of Bids they so stipulate. The Bidder shall make no additional stipulations on the Bid form nor qualify their Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder. The full name, address, and corporate or partnership title, including status of each person signing shall be typed or printed below the signature.

4.2 Bid Guarantee

4.2.1 Any bid exceeding \$50,000 for total of all base items and alternates shall be accompanied by a certified check, money order, cashier's check, or Bid Bond in the amount of at least 5% of the total Base Bid amount, made payable to the Matanuska-Susitna Borough, Palmer, Alaska, with good and sufficient surety or sureties acceptable to the Borough. Bid Guarantees will be held until the Agreement is executed or for 60 days whichever is less. Power-of-Attorney for the person signing the Bid Bond for the Surety must be submitted with the Bid Bond.

4.2.2 If a surety bond is submitted, it shall be written on the form included in the Bidding Documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of their power of attorney.

4.3 Submission of Bids

4.3.1 All copies of the Bid, the Bid Guarantee, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to: Matanuska-Susitna Borough, Purchasing Division, 350 East Dahlia Avenue, Lower Level, Palmer, Alaska, 99645, and shall be identified with the Project name, Bid Number, and Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location **prior** to the time and date for opening of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids are late Bids, will not be considered, and will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, email or faxed Bids are invalid and will not receive consideration.

4.3.5 Bids will not be considered if the following documents are not completely filled out and submitted with the bid: See documents listing on "Bid Form".

4.3.6 A checklist is provided on the Submittal Page as a courtesy to prospective bidders. The checklist may not be all inclusive; it is the Bidder's responsibility to make sure they comply with all requirements within the solicitation documents.

4.3.7 If more than one Bid is offered by any one party, by or in the name of their clerk. Partner, or other person, all such Bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the work.

4.4 Modification or Withdrawal of Bid

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the opening of Bids, and each Bidder so agrees in submitting their Bid.

4.4.2 Prior to the time and date designated for opening of Bids, any Bid submitted may be modified or withdrawn by notice to the Borough at the place designated for receipt of Bids. Such notice shall be in writing with the signature of the Bidder, so worded as not to reveal the amount of the original Bid, and delivered in person, by email or by fax. If by fax or email, the properly notarized notice shall be received before the time and date set for opening of Bids. Notices may be sent by fax to 907-861-8617 or email to purchasing@matsugov.us. The Borough shall not be responsible for the opening or security of modifications or withdraws submitted by fax or email. Contractors are advised to call the Purchasing Division at 907-861-8601 to verify receipt of faxed or emailed notices.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Guarantee, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders upon request after the Purchasing Officer has tabulated or summarized the results.

5.1.2 No responsibility will attach to the Borough or its representatives for the premature opening of, or the failure to open, a Bid not properly addressed and identified.

5.1.3 When vendors and/or contractors propose equal pricing (or tie bids), bids will be reviewed by the Purchasing Officer to determine responsiveness. If all requirements for the bid being responsive are met, then the award or recommendation of the award will be made in favor of the bid which received the earliest time stamp prior to bid opening.

5.2 Rejection of Bids

5.2.1 The Borough shall have the right to reject any or all Bids and to reject a Bid not accompanied by any required Bid Guarantee or by other data required by the Bidding Documents, or to reject a Bid which is in anyway incomplete or irregular.

5.3 Acceptance and Award

5.3.1 This Contract, if awarded, shall be made only to a qualified, responsive and responsible bidder who submits the lowest bid. The Purchasing Officer shall determine whether a bidder is qualified, responsive and responsible based on:

- A. The skill and experience demonstrated by the Bidder in performing contracts of a similar nature;
- B. The Bidder's record of honesty and integrity;
- C. The Bidder's capacity to perform in terms of facilities, personnel, and financing;
- D. Whether the Bidder has been debarred or suspended under Section 3.08.235 of the Matanuska-Susitna Borough Code.
- E. At all times the best interests of the Borough shall be recognized in awarding bids.

5.3.2 The Borough may waive any informality or irregularity or correct any purely arithmetical or clerical error apparent on the face of the Bid in any Bid or Bids received, when such waiver or correction is in the interest of the Borough. The Borough reserves the right to reject any and all Bids.

5.3.3 The Borough further reserves the right to accept or reject any or all items of any Bid, unless the Bidder qualifies such Bid by specific limitation; also to make an award to the Bidder whose aggregate Bid or any combination of Bid items is lowest.

5.3.4 The Borough shall have the right to select and accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

5.3.5 The Bidders past performance under Borough Agreements; If the Bidder has failed in any material way to perform its obligations under any Agreement with the Borough, the Bidder may be determined as a non-responsible Bidder.

ARTICLE 6 - POST BID INFORMATION

6.1 Contractor's Qualification Statement

6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Purchasing Officer upon request, a properly executed Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.1.2 Bidders shall attach to the Qualification Statement a sheet listing the following four additional requirements and submit to the Purchasing Officer:

- A. Names of surety companies utilized in the last five years.
- B. Estimate Progress Schedule for the completion of the work.
- C. A resume of the Company and of the job Superintendent for the project.
- D. A list of other projects planned to be concurrent with the construction phase of this project.

ARTICLE 7 – PAYMENT AND PERFORMANCE BONDS

For any bid exceeding \$50,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified. The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. Local Bond Exemptions under MSB 3.08.530 will NOT be considered for this project.

ARTICLE 8 - FORM OF AGREEMENT BETWEEN BOROUGH AND CONTRACTOR

The Contract shall be in the form provided with the Bidding Documents.

ARTICLE 9 - SUBSTITUTION OF MATERIALS AND METHODS

There will be no substitutions prior to award of contract unless otherwise specified.

ARTICLE 10 - TYPE OF SPECIFICATIONS

10.1 Technical Provisions

10.1.1 The technical provisions of these Specifications are the abbreviated or "streamlined" type and include incomplete sentences. Omission of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", and/or "the", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a note occurs on the Drawings.

10.1.2 The Contract shall provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the Drawings and/or herein, including labor, necessary equipment and parts, for adequate performance and sound construction as intended by these documents.

10.1.3 Wherever the word "approved", "satisfactory", "directed", "submitted", "inspected", "notify" or similar words or phrases are used, it shall be assumed that the word "Purchasing Officer" follows the verb as the object to the clause, such as "approved by the Purchasing Officer" or "submitted to the Purchasing Officer".

10.1.4 Wherever "or equal" or similar phrases are used, it shall be assumed that decisions as to quality and design shall rest with the Purchasing Officer. All equal items shall be approved in writing.

ARTICLE 11 - SUBCONTRACTORS

The apparent low bidder shall list the names of the proposed subcontractors and suppliers as provided on the form under, "Proposed Subcontractors and Suppliers". A list of all other subcontractors and suppliers who are to furnish the principal items of labor, equipment, and material proposed for the work shall be submitted within 24 hours of being requested. If none are utilized, state "None".

ARTICLE 12 - PREPARATION OF BIDS

12.1 Follow instructions in Article 4.3.1 of these Instructions to Bidders.

12.2 To be considered responsive, all of the required documents must be included in the sealed envelope with the Bid Form.

ARTICLE 13 - BIDDER VIOLATIONS OF TAX OBLIGATIONS

13.1 No Contract shall be awarded to any individual, firm, corporation, or business that is found to be delinquent in any area of taxation, lease or rental agreement with the Borough which has not been remedied within ten calendar days of receipt of written notice.

13.2 This Contract can be terminated for cause if it is determined that the individual, firm, corporation or business is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within ten calendar days of notification by certified mail.

13.3 The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation, or business for delinquent Borough taxes against any amount owing to the same under a Contract between the Borough and the same.

ARTICLE 14 - EXECUTION OF CONTRACT

14.1 The Bidder whose Bid is accepted shall execute the Contract and furnish the required bonding and insurance within five working days after Notice of Intent to Award of the Contract is issued. The Contract shall be considered executed by the successful Bidder when the Contract is signed by an authorized representative of the Bidder and the bond(s) and insurance certificate(s) are received by the Purchasing Officer. Failure or neglect of the Bidder to execute the Contract within the time specified may result in a forfeiture of the Bid Guarantee and award of the Contract to the next lowest Bidder.

14.2 The Borough will execute the Contract within ten calendar days after execution by the Bidder as set forth above. The date the Contract is executed by the Borough is the Contract Date. The rights and obligations provided for in the Contract shall become effective and binding upon the parties as of the Contract Date.

ARTICLE 15 - INSURANCE REQUIREMENTS

See Insurance Requirements in Sample Agreement.

ARTICLE 16 - STATE OF ALASKA PREVAILING WAGE SCALE/CERTIFIED PAYROLL

The Contractor shall comply with the Provisions of Title 36 of the Alaska Statutes for any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments. To obtain the latest regulations and prevailing rate for wages. <http://labor.alaska.gov/lss/pamp600.htm>.

It is the Contractor's responsibility to meet and comply with all mandated submissions and documentation required by the Alaska Department of Labor, Wage and Hour Administration, Labor Standards and Safety Division, 1251 Muldoon Road, Suite 113, Anchorage, AK 99504.

ARTICLE 17 - LOCAL BIDDER PREFERENCE

RESERVED

ARTICLE 18 - MATANUSKA-SUSITNA BOROUGH BUSINESS LICENSE

Matanuska-Susitna Borough Code, Chapter 3.36, requires that all entities conducting business within the Borough boundaries have a current business license issued by the Matanuska-Susitna Borough. MSB §3.36.040.

ARTICLE 19 - ALASKA AND CONTRACTORS LICENSES

All bidders must be in compliance with state of Alaska Statutes 08.18 and 45.70.

ARTICLE 20 - PROTEST OF AWARD OF BID

Within two days of service of the Purchasing Officer's determination of the apparent successful bid, a Bidder who wishes to protest the determination shall lodge a protest with the Purchasing Officer. The protest shall be in writing on a form provided by the Purchasing Officer. The protest shall describe with particularity the alleged errors in the award recommendation. The Purchasing Officer shall conduct a review and, within three working days of receipt of the protest, issue a determination. Full text of the protest and appeal procedures, as well as the protest form, can be downloaded from the Borough's web site at www.matsugov.us, selecting "Services", then selecting "Forms" under Forms and Documents, then selecting "Purchasing Forms". A copy can also be obtained by contacting the Purchasing Division at (907) 861-8601.

In order to receive notice of the apparent successful bid, the Bidder must provide the Borough with an email address. It is the responsibility of the Bidder to follow the selection process and stay apprised of the bid due date, the date notice of apparent successful bidder is issued and the period in which protests can be filed.

ARTICLE 21 - ACCEPTANCE OF CONTRACT/AGREEMENT TERMS AND CONDITIONS

By signing the Bid Submittal Form, the bidder certifies that they have examined and accept the terms and conditions of the contract or agreement contained in this solicitation. The acceptance is inclusive of, but not limited to, all CONTRACT REQUIREMENTS, TERMS AND CONDITIONS, GENERAL PROVISIONS, AND SUPPLEMENTAL CONDITIONS along with any and all conditions contained in the INSTRUCTIONS TO BIDDERS associated with this solicitation. Submission of a bid in response to this solicitation, certifies that the bidder is willing to accept these terms and understands that failure to accept these terms will subject the bidder to forfeiture of the contract/agreement and loss of any bid guarantee as liquidated damages as outlined in the bid documents.

Bidders are encouraged to carefully examine the insurance requirements, any bonding requirements, and any Defense and Indemnification clause contained in the sample contract/agreement.

ARTICLE 22 - FLOW DOWN PROVISIONS

This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

ARTICLE 23 - CONTRACTORS WARRANTY

All work under the Agreement shall be under warranty by the Contractor for one year from the Final Acceptance Date except when a different period is identified in the SPECIFICATIONS/SCOPE OF WORK. This warranty shall require the Contractor to remedy promptly, without cost to the Owner, any and all defects in material and workmanship including any consequential damages resulting from defective materials or workmanship. If the defect, in the opinion of the Borough Representative, is of such nature as to demand immediate repair, the Borough shall have the right to take corrective action and the cost thereof shall be borne by the Contractor.

ARTICLE 24 - ENVIRONMENTAL SPILLS

Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC by the Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18AAC75. All inquiries may be directed to the Wasilla ADEC office at 376-5038.

BID #20-090B

SECTION III

**SCOPE OF WORK &
MODIFICATIONS AND SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS**

BID #20-090B
RIDGECREST ROAD IMPROVEMENTS
SCOPE OF WORK

General

This project includes a new fish passage culvert at an existing culvert crossing on Ridgecrest Road at Blodgett Lake. Also reconstruct Ridgecrest Road a distance of 375 feet. Grading, drainage, and other miscellaneous items of work will be done as necessary.

All construction shall be completed in accordance with the current Alaska Department of Transportation and Public Facilities (ADOT&PF) Standard Specifications for Highway Construction (SSHC) 2015 Edition. Project specific special provisions are provided in the following sections. The requirements contained in these specifications and special provisions are hereby made a part of this solicitation and resultant contract.

Work Description

- Supply labor, supervision, equipment, materials and supplies to perform the required work as shown on construction documents for Matanuska-Susitna Borough (MSB) project number 18-27-2358.
- Contractor is required to obtain and maintain an ADEC APDES permit.
- Contractor shall develop, implement and execute a Material Sampling and Testing Frequency plan and comply with the gravel mining permit requirements.
- The Contractor shall develop, implement and execute a Traffic Control Plan which maintains access through the project without a road closure. Access for vehicles must be maintained at all times. Work Zone speed limit associated with construction shall be a maximum of 20 miles per hour within project limits.
- Normal work time will be between 7 a.m. and 7 p.m. Extensions will be considered and approved by the Borough's Representative.
- Time is of the essence. Work shall be performed in one continuous time period. All in-water work below OHW shall be completed by July 15, 2020. All work shall be completed by July 31, 2020.
- Contractor shall complete ROW and utility easement staking and clearing and all necessary SWPPP items for utility relocation support upon NTP. This work shall be included in items 201(3B), 642(1), 641(1), and 641(3). Additional stump removal for utility support will be directed if needed and is not included in these items. The anticipated additional utility support areas are as follows:
 - No areas outside of ROW. See attached Enstar plans – a bore under the creek and lowering of road crossings will be required after clearing is complete. Estimated completion for this work is one week after clearing and site prep.
- Contractor shall follow and comply with all environmental permit requirements. Permits are provided in the attachment section.
- Estimated project magnitude is less than \$250,000.

MATANUSKA-SUSITNA BOROUGH

STANDARD MODIFICATIONSS

AND SPECIAL PROVISIONS

to the

ALASKA

DEPARTMENT OF TRANSPORTATION

AND PUBLIC FACILITIES

STANDARD

SPECIFICATIONS

FOR HIGHWAY CONSTRUCTION

2015 EDITION

**RIDGECREST ROAD AT BLODGETT LAKE DRAINAGE
FISH PASSAGE**

MSB PROJECT NO. 18-27-2358

The following specifications have been reviewed and approved by Lounsbury & Associates, Inc. specifically for use in this project. They include the following:

Division 200 – Earthwork

- Section 201 Clearing and Grubbing
- Section 203 Excavation and Embankment
- Section 204 Structural Excavation for Conduits & Minor Structure

Division 300 – Bases

- Section 301 Aggregate Base and Surface Course

Division 600 – Miscellaneous Construction

- Section 602 Structural Plate Pipe
- Section 611 Riprap
- Section 618 Seeding
- Section 620 Topsoil
- Section 621 Planting Trees and Shrubs
- Section 623 Block Sodding
- Section 641 Erosion, Sediment and Pollution Control
- Section 642 Construction Surveying and Monuments
- Section 643 Traffic Maintenance
- Section 671 Stream Simulation
- Section 672 Stream Diversion and Dewatering

Division 700 – Materials

- Section 703 Aggregates
- Section 724 Seed
- Section 726 Topsoil



SECTION 101

DEFINITIONS AND TERMS

Standard Modification

101-1.02 ACRONYMS.

Add the following:

ADEC Alaska Department of Environmental Conservation

MSB Matanuska-Susitna Borough

101-1.03 DEFINITIONS

Add the following definitions:

BOROUGH -The Matanuska-Susitna Borough (MSB)

NON-FROST SUSCEPTIBLE. Material that contains 6 percent or less passing the No. 200 screen as determined by sieve analysis performed with ATM T-7 WAQTC FOP for AASHTO T 27/T 11 on minus 3-inch material.

Amend the following definitions:

CONTRACTING OFFICER. Delete in its entirety and substitute the following: The Contracting Officer shall be the Matanuska-Susitna Borough Purchasing Officer or his/her designee authorized to enter into and administer the contract on behalf of the Matanuska-Susitna Borough. He has the authority to make findings, determinations and decisions with respect to the contract and, when necessary, to modify or terminate the contract.

DEPARTMENT. Delete and substitute: BOROUGH. The Matanuska-Susitna Borough acting through its authorized representatives.

HOLIDAYS. Delete Items 2, 8, and 13 and substitute the following:

2. Friday after Thanksgiving

8. Christmas Eve, December 24

INTERIM WORK AUTHORIZATION. Delete in its entirety and substitute the following: A written order by the Engineer initiating changes to the Contract within its general scope, without increasing cost or time of performance, until a subsequent Change Order is executed.

MSB 010913/Lounsbury

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

Standard Modifications

Delete Subsection 102-1.01 and replace with the following:

102-1.01 QUALIFICATION OF BIDDERS.

1. Bidders shall submit evidence of Matanuska-Susitna Borough Business License, Alaska Business License and Contractor Registration prior to award; and
2. When requested, submit a completed Contractor's Questionnaire stating previous experience in performing comparable work, business and technical organization, financial resources, and equipment available to be used in performing the work.

The bidder, by signing the bid and under penalty of perjury under the laws of the United States, certifies that, except as may be noted on the bid, the bidding firm or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions to the above shall be noted by the bidder on the bid or on an attachment thereto.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE.

Replace the second paragraph with the following:

The records of geotechnical investigations including boring logs, test results, geology data reports, soil reports, material site reports and geotechnical reports included in a bid package or made accessible to bidders or Contractors, are for information purposes only. These records are not part of the Contract. These records indicate subsurface conditions only at specific locations and times, and only to the depths penetrated. They do not necessarily reflect variations in soil, rock, or groundwater conditions that may exist between or outside such locations. Actual conditions may differ from what is shown in the records. Material Sources referenced in these records may not contain materials of sufficient quantity or quality to meet the project requirements. The accessibility of these records does not constitute approval, nor guarantee suitability of soils or sources, or the rights to use sources for this project except as specifically provided in subsections 106-1.02.4.b Mandatory Sources and 106-1.02.4.c Designated Sources. The records shall not substitute for independent investigations, interpretation, or judgment of the bidder or Contractor. The Department is not responsible for any interpretation or conclusion drawn from its records by the bidder or contractor.

Bidders and Contractors shall examine subsection 106-1.02 Material Sources for further information about material source development

If material required for bidding purposes by these documents is absent, the bidder is required to notify the Purchasing Officer by facsimile (907) 745-9617, or by e-mail to purchasing@matsugov.us.

Any interested party submitting a bid/proposal on Matanuska-Susitna Borough (MSB) projects should first review the MSB Debarment/Suspension List. This listing is available off of the MSB Purchasing Division web page. Any submission of a bid/proposal, with participation or involvement of an individual, company, firm or corporation on this list will render the bid/proposal as non-responsible.

Bidders shall notify the Purchasing Officer promptly of any error, omission, or inconsistency that may be discovered during examination of the Bidding Documents and the proposed construction site.

Questions or requests for clarifications shall be directed to the person(s) designated on the Invitation To Bid. Questions or requests for clarification directed to any other member of the borough staff or consultants may be grounds for rejection of bid as being irregular.

102-1.05 PREPARATION OF BID. Modify the second sentence in the third paragraph, after:

"If a bidder is a corporation, the bid must be signed by a corporate officer, add: or agent.

Delete the entire last paragraph.

102-1.06 NONRESPONSIVE BIDS.

Delete the following from item 1.c.: “, except for an award limitation under Subsection 102-1.05”.

102-1.07 BID GUARANTY. Replace with the following: Bids shall be accompanied by a bid guaranty in the amount specified on the Invitation to Bid. The guaranty shall be unconditionally payable to the Matanuska-Susitna Borough and shall be in the form of an acceptable Bid Bond as provided in the Invitation to Bid, or a certified check, cashier's check, or money order.

102-1.08 DELIVERY OF BIDS. Delete this subsection and substitute the following: Bid delivery shall be as required by the Instructions to Bidders.

102-1.10 PROTEST OF INVITATION TO BID. Delete Subsection 102-1.10.

102-1.13 RESPONSIBILITY OF BIDDERS

Delete Item 11 and replace with the following: Engaging in any activity that constitutes a cause for debarment or suspension under MSB 3.08.235 or submitting a bid during a period of debarment;

Delete Item 12 and replace with the following: Failure to satisfy the responsibility standards set out in Borough Code.

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SECTION 103

AWARD AND EXECUTION OF CONTRACT

Standard Modification

103-1.01 CONSIDERATION OF BIDS. Delete the third and fourth paragraphs, replace with the following:

Within two days of service of the Purchasing Officer's determination of the apparent successful bid, a bidder who wishes to protest the determination shall lodge a protest with the Purchasing Officer in accordance with MSB 3.08.342 Bid Protest and Appeal Procedures.

In order to receive notice of the apparent successful bid, the Bidder must provide the borough with a facsimile number. It is the responsibility of the Bidder to follow the selection process and stay apprised of the bid or proposal due date, the date notice of apparent successful bidder is issued and the period in which protests can be filed.

Delete Subsection 103-1.05 in its entirety and replace with the following:

103-1.05 PERFORMANCE AND PAYMENT BONDS. For any bid exceeding \$50,000 for total of all base items and alternates, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Agreement and shall maintain the Bond in force during the continuance of the Agreement including the one-year warranty period, unless otherwise specified.

The Bond shall be for the faithful performance of the Agreement in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional work and other changes authorized by the Agreement Documents may be made without securing the consent of the Surety or Sureties. Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond. Local Bond Exemptions under MSB 3.08.530 will NOT be considered for this project.

103-1.06 INSURANCE REQUIREMENTS. Delete 1. 2. 3. and 4. and refer to Construction Agreement SECTION 23. INSURANCE.

After 4, replace "State of Alaska" with "Matanuska-Susitna Borough".

Add the following:

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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SECTION 104
SCOPE OF WORK

Standard Modification

104-1.02 CHANGES. Replace Item 1 with the following:

The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.

Replace Item 2 with the following:

2. Outside Contract Scope. Changes determined to be outside of the general scope of the contract shall be done through the use of a supplemental agreement in accordance with MSB 3.08

Delete Subsection 104-1.03 in its entirety and replace with the following:

104-1.03 DIFFERING SITE CONDITIONS. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if he determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Delete Subsection 104-1.05 in its entirety and replace with the following:

104-1.05 CLEANUP. Upon completion of the work and before final acceptance and payment, the work area and all ground occupied by the Contractor in connection with the work, shall be cleared of all rubbish, excess materials and equipment, and all parts of the work shall be left in a condition acceptable to the Borough Inspector.

All stakes used for stationing layout and all string lines used during paving shall be picked up and removed from the work site by the Contractor.

MSB 010913

SECTION 105
CONTROL OF WORK

Standard Modifications

105-1.01 AUTHORITY OF THE ENGINEER. Add the following paragraph:

When, in the opinion of the Engineer, conditions are such that the safety and/or convenience of the traveling public are adversely affected, the Contractor will be immediately notified in writing. The notice will state the defect(s), the corrective action(s) required, and the time required to complete such action(s). In no case shall this time exceed 24 hours. In the event that the Contractor fails to take the corrective action within the specified time, the Engineer reserves the right to have corrective action taken by outside forces. The cost of work by outside forces shall be deducted from any monies due or that may become due under the terms of this Contract.

105-1.06-UTILITIES. This section is modified as follows:

2. Cooperation with Utility Owners. Delete the first sentence of the fourth paragraph in its entirety, and substitute the following new sentence:

The Matanuska-Susitna Borough has sole discretion to grant permits for utility work within Borough rights-of-way.

The Contractor shall use the Locate Call Center for the following utilities:

Locate Call Center	
Anchorage Area	278-3121
Statewide	1-800-478-3121
Call Center will notify the following:	
AT&T Alascom, Inc.	
Alaska Fiber Star	
Anchorage Telephone Utility	
Chugach Electric Association	
ENSTAR Natural Gas, Inc.	
GCI Communications	
Matanuska Electric Assn.	
Matanuska Telephone Assn.	
PTI Communications, Inc.	

105-1.13 MAINTENANCE DURING CONSTRUCTION. Delete the first paragraph and substitute the following:

The Contractor shall maintain the work, and those portions of the project affected by the work, from the date physical construction begins until project completion. This maintenance shall be a continual and effective effort prosecuted day by day, with adequate equipment and forces to the end that the work, and those portions of the project affected by the work, are kept in satisfactory condition at all times. The Contractor may be relieved of specified portions of this maintenance responsibility during a seasonal suspension of work.

The existing road systems, when utilized as haul roads, shall be maintained at the Contractor's expense. Upon completion of hauling over a road, it shall be left in as good or better condition than prior to commencing of hauling operations. This determination shall be made by the Borough's inspector.

105-1.17 CLAIMS. Delete in its entirety and replace with the following:

If the Contractor wishes to make a claim for an increase in the Contract Sum (Change Order), he shall give the Project Manager written notice thereof as soon as possible but at least within ten days of the first observance or awareness or notice of the basis for the claim, whichever is earlier. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed as needed. No such claim shall be valid unless so made and the claim must comply with and is governed by the terms of this section. Any change in the Contract Sum resulting from such claim shall be authorized only by a written fully executed Change Order.

Except for claims which have been waived by acceptance of final payment, and except as otherwise provided in this Contract, any claims, any disputes, or other questions arising out of, or relating to, this Contract shall be presented in writing by the Contractor to the Project Manager. In presenting any claim, the Contractor shall clearly and specifically state in writing:

1. The specific contract provision under which the claim is made.
2. The contract item on which the claim is based.
3. A description of the specific nature and cause of the claim.
4. The specific relief including additional time and/or compensation to which the Contractor believes he is entitled.
5. The detailed factual basis of any additional costs or time claimed and all verifiable documentation necessary to support those actual costs or additional time.
6. A certification by the Contractor under penalty of perjury the claim(s) is made in good faith, the supporting data are accurate and complete to the best of the Contractor's knowledge and belief, and the amount requested accurately reflects the contract adjustment for which the Contractor believes the Borough is liable.

Claims must be submitted as soon as possible, but not later than ten (10) days after the first observance or awareness or notice of the basis for the claim, whichever is earlier; in no case shall a claim be made more than ten (10) days after the date of completion and acceptance of the entire contracted work. If the amount of time and/or compensation cannot be readily ascertained at the time the claim is submitted, the Contractor shall so advise the Borough and such amounts shall be submitted as soon as they are discernible. In any case, the amount of time and/or compensation claimed together with all necessary supporting data, which could not have reasonably been available to the Contractor or a reasonably sophisticated contractor at the time of notice of claim, shall be submitted no later than 20 days after completion of the contract item of work on which the claim is based.

The Contractor represents to the Borough and the Borough relies upon the following representations to enter in this contract with the Contractor:

Borough and Contractor recognize claims and litigation concerning claims result in increased contract costs for both parties. Further, both parties recognize both parties are subjected to increased risk when stale claims are in dispute or are litigated.

Borough and Contractor agree separately from the Contract that compliance with this section is necessary to enhance identification of disputes, processing of claims, negotiations and settlement of disputed issues. Further, both parties agree verbal, written or any other notice not in full compliance with the terms of this section will not meet the terms and spirit of this section.

Failure to comply with this section shall constitute a waiver and abandonment of the right to make any claim not fully compliant with this section.

CLAIM TO THE PROJECT MANAGER

As soon as received from the Contractor a claim shall be acknowledged in writing by the Project Manager. If the claim is not disposed of by agreement, the claim shall be reviewed by the Project Manager who shall, unless he notifies the Contractor otherwise, within fourteen (14) days of receiving the Contractor's final submittal of the claim advise the Contractor of his final decision and communicate his final decision to the Contractor in writing. This final decision of the Project Manager shall, unless otherwise determined on administrative appeal to the Purchasing Officer or then determined by appeal to the Superior Court of Alaska, be final and conclusive. Any appeal from the Contractor of the Project Manager's decision to the Purchasing Officer shall be commenced within fourteen (14) days of the decision. In the event no such appeal to the Purchasing Officer is timely made, the decision of the Project Manager shall be final and conclusive as to the dispute.

Pending final decision of any dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract, and after the Project Manager's final decision is made, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's final decision.

The parties agree at every level, including administrative appeal and litigation, all claims made will be made by the actual cost method, supported by actual invoices, payroll records and the like, and may not be made by the total cost method or any modifications thereof; or by the jury verdict method.

APPEAL OF DECISION BY PROJECT MANAGER

An appeal of a decision of the Project Manager may be filed with the Purchasing Officer. The appeal shall be filed within fourteen (14) days after the decision is served on the Contractor. An appeal by the Contractor may not raise any new factual issues, theories of recovery or claims for damages in amount or character or for additional time not presented to and decided by the Project Manager in the decision appealed from except upon the showing of extraordinary circumstances not due to the fault or neglect of the Contractor or his agents. If allowed to make amended or additional claims, no such claims may be made unless they arise out of the same operative facts on which the original claim was based.

An appeal must contain a copy of the Project Manager decision being appealed and identification of all factual or legal errors in the decision that form the basis for the appeal.

Upon receipt, the Purchasing Officer shall advise the parties of the procedures that will be utilized to determine the appeal (i.e. briefing, hearing etc.) and any pertinent deadlines related thereto. The Purchasing Officer shall handle the appeal of a claim expeditiously.

The Purchasing Officer shall serve all parties personally or by certified mail with his Final Decision within twenty (20) days after the hearing has ended or his receipt of the final brief, unless he notifies the Contractor otherwise. In his Final Decision the Purchasing Officer shall notify all parties that the final decision of the Purchasing Officer under this section may be appealed to the superior court in Palmer, Alaska in accordance with the Alaska Rules of Appellate Procedure. In the event no such appeal to the court is made within thirty (30) days, the decision of the Project Manager or the Purchasing Officer shall be final and conclusive as to the dispute.

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SECTION 106

CONTROL OF MATERIAL

Standard Modifications

106-1.02 MATERIAL SOURCES.

2. Delete Item 2 and substitute the following: The Contractor shall provide process control for reasonable assurance, that all materials submitted for acceptance conform to the contract specifications. Sampling and testing of all materials for process control, including screening, crushing, blending, stockpiling of aggregates, production and lay down of aggregate courses or mixtures, asphalt concrete mixtures, and monitoring of compaction, is the responsibility of the Contractor. Process control tests shall be made in accordance with the applicable test methods specified in the contract.

A process control plan shall be submitted at the pre-construction conference. The process control plan shall include, for each item being produced, the methods to be used for sampling and testing, the proposed testing frequency, personnel qualifications, and equipment descriptions. Process control will not be measured for payment but will be subsidiary to the applicable items being processed.

The Borough has the exclusive right and responsibility for determining the acceptability of the construction and all incorporated materials. Acceptance testing by the Borough is not to be considered as a replacement for process control testing by the Contractor. When the specified grading and other qualities of the product do not conform to the specifications, the Borough reserves the right to reject the material.

4. Type of Sources. Replace the first paragraph with the following: The Contractor shall utilize Useable Excavation according to Subsection 104-1.04 before using material sources listed in this subsection. When there is insufficient Useable Excavation, the Contractor shall furnish additional require materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract.

When there is insufficient Useable Excavation, the Contractor shall supply additional required material from the following sources:

- c. Designated Source. Add the following: The Borough has designated a material source which is available for use on this project. The gravel source is located approximately 0.45 miles west of the Point Mackenzie Road- Lu Young Lane access. The Contractor shall comply with the requirements set forth in the mining plan included but not limited to storm water and spill prevention controls. A copy of the Point Mackenzie Material Site requirements may be found in the appendix.

A copy of the Material Reconnaissance Report, Mile Post 20 Point Mackenzie Road, dated June 30, 2012 may be reviewed at the Borough's purchasing department. The use and interpretation of the document finding are solely the responsibility of Contractor. The Borough makes no assertions of the material quality or quantity.

- d. Available Sources. Replace the second paragraph with the following: When the Department furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the accuracy and completeness of this data, for assumptions the Contractor makes based on this data, and for exploring Available Sources to the Contractor's satisfaction.
- e. Excluded Material Sources. Replace the paragraph with the following: Some material sources may not be considered acceptable regardless of location or ownership. The bid documents may identify some material sources excluded from use. The Department reserves the right to exclude a material source or any portion of a material source, at any time after Contract award that is determined by material testing to be unsuitable for use on the project.

Special Provisions

106-1.03 TESTING AND ACCEPTANCE.

1. QUALITY CONTROL. Add the following:

- d. The Contractor's shall develop a material sampling and testing plan that shall conform to the State of Alaska's Material Sampling and Testing Frequency (MSTF) table found in the appendix. Submittal and execution of the Contractor's MSTF plan requires the Engineer's approval. The Contractor's MSTF shall be submitted before the pre-construction meeting for review by the Engineer.

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Add new subsection 106-1.08:

106-1.08 SUBMITTAL PROCEDURE. The Contractor shall complete a Submittal Register, and shall submit it to the Engineer on forms provided by the Department. The intent of the Submittal Register is to provide a blueprint for the smooth flow of specified project documents. The Contractor shall fill it out sequentially by bid item and allow at least three spaces between bid items. The Submittal Register shall list working drawings, schedules of work, and other items required to be submitted to the Department by the Contractor including but not limited to Progress Schedule, anticipated dates of material procurement, Construction Phasing Plan, Traffic Control Plan, Storm Water Pollution Prevention Plan, Quality Control Program, Utility Progress Schedule, Blasting Plan, Mining Plan, annual EEO reports DBE payment documentation and subcontracts.

The Contractor shall submit materials (product) information to the Engineer for review, as required by the Materials Certification List and the Contract.

Then number of copies required for submittals may be included in the specifications for individual bid items. If the number of copies of a submittal is not otherwise specified, three copies shall be required. On each sheet submitted to the Department, including working drawings, catalog cuts, manufacturer's certifications, etc., space shall be provided for Contractor and Department review stamps.

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SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Standard Modifications

107-1.02 PERMITS, LICENSES AND TAXES. Add the following:

It is the Contractor's responsibility to obtain all permits required for actions not permitted previously by the Borough. The Contractor is responsible for complying with all permit stipulations, conditions and/or terms. Agencies to contact for permit information may include, but are not limited to, the U.S. Army Corps of Engineers, the Alaska Department of Fish and Game, the Alaska Department of Environmental Conservation, the Alaska Department of Natural Resources, and local or regional governments. The Contractor shall provide timely notification of such actions and permit acquisitions as may be required by federal, state, regional, and local authorities. The Contractor shall provide copies of all permits, and applicable notifications to the Project Engineer.

Prior to removing, stockpiling, staging or disposing of any material or equipment in, on or from a location not previously permitted by the contract, the Contractor shall obtain all necessary permits and clearances required. These permits and clearances may include, but are not limited to, State Historic Preservation Office clearance, a Division of Governmental Coordination Coastal Consistency Determination, Alaska Department of Environmental Conservation permits, Alaska Department of Fish and Game Title 16 permit, US Army Corps of Engineers clearances and permits regarding wetlands, City or Borough Flood Hazard permit, local development permits, permission of property owner, etc.

The Contractor shall provide a copy to the Engineer, of all permits or clearances received prior to Contractor's use of any site outside of the project limits. Additionally, the Contractor shall provide the Engineer a written statement that all permits or clearances necessary have been obtained.

If water for any construction purpose is required from a non-municipal water source, the Contractor shall obtain a Temporary Water Use Permit from the Water Resource Manager, and provide a copy to the Engineer.

Obtain a written statement from the State Historic Preservation Officer stating that material disposal, extraction, stockpiling or staging, on off project site, is not expected to impact cultural resources. The State Historic Preservation Officer is with the Department of Natural Resources in Anchorage, and may be contacted at (907) 269-8715. If cultural resources are discovered during construction activities, stop work at the site and notify the Engineer.

Provide a wetland specialist able to conduct wetlands determinations and delineations according to the Corps of Engineers 1987 Wetland Delineation Manual. The wetland specialist shall conduct the determination and delineations of sites outside the project limits of not previously permitted, impacted by the Contractor's operations. These delineations will be subject to Corps of Engineers approval.

Provide the Engineer a copy of permits or clearances received before using sites outside the project limits. Additionally, provide the Engineer a written statement that permits or clearances have been obtained. Also provide a written statement to the Engineer listing agencies or office contacted that responded that no additional action is required.

Provide information to comply with the US Environmental Protection Agency National Pollutant Discharge Elimination System (NPDES) General Permit for Alaska to Discharge storm water from the construction site. Refer to Section 641, Erosion, Sediment, and Pollution Control for requirements for this permit.

107-1.06 SANITARY, HEALTH, SAFETY PROVISIONS. Add the following: The Contractor shall provide and maintain restroom facilities for employees at all work sites.

107-1.07 ARCHAEOLOGICAL, OR HISTORICAL DISCOVERIES. Change the first sentence to the following:

When operations encounter historic or prehistoric artifacts, burials, remains of dwelling sites, paleontological remains (shell heaps, land or sea mammal bones or tusks, or other items of historical significance), cease operations immediately and notify the Engineer.

107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

Under Item 7. Protected areas, add the following: All clearing and/or grubbing activities shall take place outside of the Migratory Bird Treaty Act (MBTA) window as determined by the U.S. Fish and Wildlife Service (FWS) under the website publication for the construction year:

http://alaska.fws.gov/fisheries/fieldoffice/anchorage/pdf/vegetation_clearing.pdf

Add the following:

When working near designated wetlands the Contractor shall place no fill, nor operate equipment outside the slope limits. Refueling and servicing of equipment shall not be performed within 100 feet of wetlands. The Contractor shall report immediately to the Engineer any hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project. The Contractor shall also report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery. Hazardous materials include, but are not limited to, petroleum products, oils, solvents, paints, and chemicals that are toxic, corrosive, explosive, or flammable.

If required to obtain water for construction purposes from a non-municipal water source, obtain a Temporary Water Use Permit from the Water Resource Manager, and provide a copy to the Engineer.

The Water Resource Manager is with the Department of Natural Resources in Anchorage and may be contacted at (907) 269-8624.

Add the following paragraphs:

9. Restoring Areas. Areas used by the Contractor, including haul routes, shall be restored to their original condition after the Contractor's operations are completed. The original condition of the area shall be determined as follows: Before beginning operations, the Engineer and the Contractor shall inspect each area and haul route that will be used by the Contractor and take photographs to document their condition. After construction operations are completed, the condition of each area and haul route will be compared to the earlier photographs. Before demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that costs associated with repairs shall be subsidiary to other items of work and will not be paid for directly.
10. Material Disposal Sites. Offsite disposal areas may be at locations of the Contractor's choice, provided the Contractor obtains from the owner of such land written permission for such dumping and a waiver of all claims against the Borough for any damage to such land which may result there from, together with permits required by law for such dumping. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before beginning work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer before use of the sites.

Add the following subsection.

107-1.16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. Add the following before the last paragraph: Where the Contractor's operations meet any of the following conditions, the Contractor shall advise the owning Utility in writing at least 24 hours in advance of the work.

1. Operations anticipated to be within 10 feet of an overhead electrical line.
2. Operations anticipated to be within 3 feet of an underground electrical line according to locates provided by the owning Utility.
3. Operations requiring use of equipment which is capable of coming within 10 feet of an overhead electrical line.

The notice shall indicate the location and duration of the work to be performed.

The Contractor shall provide an attendant whose sole responsibility is to perform as a safety observer while equipment is operating such that any part is capable of reaching within 15 feet of an overhead line. Providing a safety observer for overhead electrical facilities, or a cable watch for buried electrical facilities, will not be paid

for separately, but will be subsidiary to the item(s) of work being performed requiring these services.

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SECTION 108

PROSECUTION AND PROGRESS

Standard Modifications

108-1.01 SUBLETTING OF CONTRACT. Delete paragraph four and replace with the following:

Submit the Contractor Self Certification for Subcontractors and Lower Tier Subcontractors, Form 25D-042, before the Contractor or a subcontractor sublets any portion of the Contract. The certification will be accepted by the Borough in lieu of written approval of subcontracts. The Borough maintains the authority to review subcontracts, to require prior written approval of subcontracts, and to deny permission to sublet work. The Borough may penalize the Contractor for false statements or omissions made in connection with Form 25D-042.

1. The Contractor shall ensure the following for each subcontract (agreement):
 - a. The Borough is furnished with one completed Contractor Self Certification, Form 25D-042, and two copies of the subcontract signed by both parties and including item descriptions and prices of the subcontracted work before the subcontracted work begins;
 - b. The subcontractors have submitted a Bidder Registration, Form 25D-6;
 - c. The required prompt payment provisions of AS 36.90.210, as well as other items listed in Form 25D-042, are included in the subcontracts;
 - d. The subcontractors pay current prevailing rate of wages according to subsection 107-1.04 and file certified payrolls with the Engineer and DOLWD for work performed on the project; and
 - e. Upon receipt of a request for more information regarding subcontracts, the requested information is provided to the Borough within 5 calendar days.

108-1.03 PROSECUTION AND PROGRESS. Delete the last sentence of the first paragraph and substitute the following: Submit the following at the Preconstruction Conference:

Delete the last sentence of the first paragraph in item 1. A progress schedule, and substitute the following:

1. A Critical Path Method (CPM) Schedule is required, in a format acceptable to the Engineer, showing the order the work will be carried out and the contemplated dates the Contractor and subcontractors will start and finish each of the salient features of the work, including scheduled periods of shutdown. Indicate anticipated periods of multiple shift work in the CPM Schedule. Revise to the propose CPM Schedule promptly. Promptly submit a revised CPM Schedule if there are substantial changes to the schedule, or upon request of the Engineer.

Add the following under item no. 1: Use the schedule for coordination and monitoring of all work under the contract including all activity of subcontractors, manufacturers, suppliers, utility companies and review activity of the Department.

Add the following: In addition to the progress schedule, the Contractor shall, every two weeks during construction, submit a work plan detailing his proposed operations for the forthcoming two weeks. This plan shall detail the following:

2. A completed Material Source Verification Form

108-1.07 FAILURE TO COMPLETE ON TIME. Add the following to the first paragraph: Failure to meet the completion dates will result in a daily charge for liquidated damages of \$1,000 for each calendar day of delay.

Replace the third sentence of the third paragraph with the following: The amount of these deductions is to reimburse the Borough for estimated additional contract administration expenses incurred as a result of the Contractor's failure to complete the work within the time specified.

The daily charges may be terminated at or following the final inspection, if the Borough has determined that the work is substantially complete and is in a condition for safe and convenient use by the traveling public. This shall not be construed as a contractual right and its application will be contingent upon the Contractor's diligence in completing the remaining items of work.

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SECTION 109

MEASUREMENT AND PAYMENT

Standard Modifications

109-1.05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS. Add the following: The rental rate area adjustment factors for this project shall be as specified on the adjustment maps for the Alaska - South Region.

109-1.08 FINAL PAYMENT. Add the following sentence to the first paragraph: The Borough will not process the final estimate until the Contractor completes Items 1 through 4 in the first paragraph of subsection 105-1.16.

Add the following subsection:

109-1.10 EQUIPMENT RENTAL CONTRACTS.

1. Hourly Rate Basis.

Scope. Under this subsection, the Contractor shall furnish fully operated equipment, tools, materials, and laborers required in the performance of the work on the project as specifically designated and directed by the Engineer.

The work is to be performed and paid for on an hourly rate basis.

All personnel furnished by the Contractor under this specification shall be, and shall remain during the work hereunder, employees solely of the Contractor.

General Requirements. The work is to be done under the direction of the Engineer, and the Contractor's operations shall at all times be in accordance with the Engineer's instructions. These instructions by the Engineer shall be to the Contractor's supervisory personnel only, not to the operators or laborers. In no case shall these instructions by the Engineer be construed as making the Borough liable for the Contractor's operation of equipment and/or personnel. It is the Contractor's responsibility to prosecute the work in the safest and most expeditious manner.

2. Equipment

General. In the performance of the work to be done under this specification, the Contractor shall furnish, operate, maintain, service and repair equipment of the kinds, sizes, capacities and quantities set forth in the bid schedule or as directed by the Engineer.

The kinds, sizes, capacities and other requirements set forth shall be understood to be minimum requirements. The number of pieces of each equipment to be furnished and used shall be as the Engineer considers necessary for economical and expeditious performance of the work. The equipment shall be used only at such times and places as the Engineers may direct.

All equipment shall be fully operated by skilled operators, which operating shall be understood to include the operators, oilers, tenders, fuel, oil, air hose, lubrication, repairs, maintenance, insurance and all incidental items and expenses.

When the required equipment as a working unit is comprised of tractors and attachments, or of combinations of equipment, the attachments or combinations of equipment shall be of recognized standard sizes and capacities for efficient and economical performance with the tractor or power unit to which they are attached, or with which they are used in combination.

All equipment shall be in first-class working conditions and capable of full output and production. The minimum ratings of various types of equipment shall be as manufactured and based on manufacturer's specifications. Alterations of blowers, rack settings or other modifications will not be considered acceptable in achieving the minimum rating.

Tools. The Contractor shall provide manual equipment, hand tools, and small tools as required for the performance of the work and as considered by the Engineer as necessary for efficient operations.

The Contractor shall designate, without direct compensation, by the Borough, one (1) job superintendent. He shall also furnish such other personnel as required to satisfy Union, Borough or State regulations. Further, he shall furnish such other personnel required to provide servicing, maintenance, repair and other care essential for the upkeep of his equipment, tools, supplies and materials provided by him and involved in the performance of the work. The Contractor shall furnish, without direct compensation, all transportation of his personnel required in the performance of the work.

Unless otherwise set forth in the special provisions, the Borough will not furnish, provide or make available for the work anything other than right-of-way, engineering, directions and inspection.

3. Construction.

General. The performance of the work shall be in accordance with the instructions of the Engineer.

The work shall be performed in accordance with recognized standard and efficient methods. Operators of equipment and all personnel shall be conscientious and skilled in their duties.

Equipment and tools shall be maintained in first-class working condition and shall be replaced at any time when, in the opinion of the Engineer, their condition is below that normal for efficient output and production.

Timing and Sequence of Operations. The Contractor shall furnish equipment, tools, labor and materials in the kinds and number and at the times directed by the Engineer, and shall commence, continue, and stop any of the several operations involved in the work only as directed by the Engineer.

Normally, the work is to be done when weather conditions are reasonably favorable, up to six days per week, Mondays through Saturdays, with the exception of holidays.

Protection of Work and Provisions for Traffic. The Contractor shall furnish signs, lights, barricades and other protective devices at the sites of his operations to protect the work from damage, and to safeguard traffic passing or in proximity of work.

4. Measurement.

General. The number of hours of equipment operation to be paid for shall be the actual number of hours each fully-operated specified unit of equipment or each fully-operated specified combination of units of equipment, is actually engaged in the performance of the specified work on the designated areas in accordance with the instruction of the engineer, provided that the pay time will not include idle periods and standby time and provided further that no payment will be made for time used in oiling, servicing, or repairing of equipment, or in making changeovers of parts to the equipment.

The number of hours of equipment operation to be paid for, as determined above, will be paid for at the pertinent contract price per hour for each of the particular pay items for equipment shown in the bid schedule, which price and payment shall be full compensation for furnishing, operating, maintaining, servicing and repairing the equipment and for all incidental costs related to the equipment as specified. The furnishing and operating of equipment of heavier type, or of larger capacity, or horsepower than specified will not entitle the Contractor to any extra compensation over his applicable contract unit price. Deviation from estimated quantities is normal and will not be considered as a basis for change in unit prices.

MSB 010913/Lounsbury

The following specifications have been reviewed and approved by Lounsbury & Associates, Inc. specifically for use in this project. They include the following:

Division 200 – Earthwork

Section 201 Clearing and Grubbing

Section 203 Excavation and Embankment

Section 204 Structural Excavation for Conduits & Minor Structure

Division 300 – Bases

Section 301 Aggregate Base and Surface Course

Division 600 – Miscellaneous Construction

Section 602 Structural Plate Pipe

Section 611 Riprap

Section 618 Seeding

Section 620 Topsoil

Section 621 Planting Trees and Shrubs

Section 623 Block Sodding

Section 641 Erosion, Sediment and Pollution Control

Section 642 Construction Surveying and Monuments

Section 643 Traffic Maintenance

Section 671 Stream Simulation

Section 672 Stream Diversion and Dewatering

Division 700 – Materials

Section 703 Aggregates

Section 724 Seed

Section 726 Topsoil

SECTION 201
CLEARING AND GRUBBING

Special Provisions

201-3.01 GENERAL. *Add the following:*

The Contractor shall perform the work necessary to preserve and/or restore land monuments and property corners from damage. A land monument or property corner that is disturbed shall be restored according to Section 642 at the Contractor's expense. An undisturbed area five feet in diameter may be left around existing monuments and property corners. A list of land monuments and property corners is shown on the Right of Way maps.

Any vegetation, trees, down timber, stubs, brush, bushes, stumps, tree roots, debris and other objectionable material left in the construction zone from clearing operations shall become the property of the contractor and shall be removed from the Project site.

All tree felling and cutting of brush and bushes should be completed within the time frame specified by the Migratory Bird Treaty Act to avoid destruction of active bird nests, eggs, or nestlings. Tree cutting/felling and cutting of brush and bushes during the period of May 1st through July 15th requires written authorization from the Owner's Representative.

201-4.01 METHOD OF MEASUREMENT. *Add the following:*

The work required to preserve and restore land monuments and property corners will be subsidiary to Pay Item 201(3B) Clearing and Grubbing.

201-5.01 BASIS OF PAYMENT. Replace Subsection 5.01 with the following

Backfill and compaction of holes left from removal of stumps or other objects are subsidiary.

The work required for cutting, de-limbing, and stack timber for public removal is subsidiary to 201 Pay Items.

The work required to preserve and restore land monuments and property corners is subsidiary to 201 Pay Items.

Damaged Vegetation Outside the Clearing Limits. If repair of damaged vegetation is required, no additional payment will be made for temporary erosion control measures, construction fencing, seed or fertilizer applied to damaged vegetation areas by the contractor. Damaged areas outside the clearing limits and repair to these damaged areas will be incidental to Clearing and Grubbing bid items.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
201(3B)	Clearing and Grubbing	Lump Sum

MSB 013015

SECTION 203

EXCAVATION AND EMBANKMENT

Special Provisions

203-4.01 METHOD OF MEASUREMENT.

Quantities for Items 203(5B) Borrow, Type B and 203(19) Borrow, Type IIA will be calculated using neat line plus a 10% contingency. Contractor will be required to monitor depth (yield) and waste to not exceed the 10% contingency. Contractor will not be compensated over the amount listed unless work is added by a field directive and issued by the inspector.

203-5.01 BASIS OF PAYMENT. :

Add the following item to the second paragraph:

10. stockpiling of stripping for use as topsoil.

Add the following:

If material is being paid by the cubic yard (compacted in place), truck count will be used during quantity disputes to determine cubic yards of material. Quantity per truck will be 15 cubic yards per belly dump or side dump, and 8.5 cubic yards per end dump. Trucks will meet capacity requirements and be fully loaded. Submittals for payment will include all truck tickets, a spreadsheet organizing the truck load count, and legal load data sheets for all trucks involved. Material maximum dry density (pounds per cubic foot) will be determined using the ASTM D1557 proctor method (corrected). The estimating factor for borrow items is 144 pounds per cubic foot.

Payment for ditch linear grading will be full compensation for furnishing equipment, labor, tools, and incidentals to provide the preparation, excavation and shaping necessary to complete the work.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
203(5B)	Borrow, Type B	Ton
203(19)	Borrow, Type IIA	Ton

MSB 061213

SECTION 204

STRUCTURE EXCAVATION FOR CONDUITS AND MINOR STRUCTURES

Special Provisions

204-2.01 MATERIALS. In paragraph three replace: "pavement" with "roadbed."

204-3.01 CONSTRUCTION REQUIREMENTS. Replace paragraph four with:

Native material may be utilized for backfill outside the roadbed structure if it meets the minimum requirements of Selected Material, Type C, as specified in subsection 703-2.07. Excavation, bedding, backfill, and compaction may be visually inspected and approved by the Borough Representative.

CR204.1-121212

204-5.01 BASIS OF PAYMENT. Delete the third paragraph and substitute the following:

When item 204(1), Structure Excavation, does not appear in the bid schedule, structure excavation required to complete other items of work is subsidiary except that excavation and disposal of unsuitable material required from below a plane 12 inches below the invert elevation of conduits and 12 inches below the bottom of structures will be paid for under pay item 203(3), Unclassified Excavation.

Delete the fourth paragraph and substitute the following:

Any backfill or bedding material required whose source is other than project excavation will be paid for at the contract price for pay item 203(6B), Borrow, Type B.

Lounsbury

SECTION 301

AGGREGATE BASE AND SURFACE COURSE

Special Provision

301-4.01 METHOD OF MEASUREMENT. Add the following:

Aggregate Surface Course, Grading E-1 will be measured for payment using neat line calculation. Quantities of Aggregate Surface Course, Grading E-1 over the amount shown in the bid schedule will not be measured for payment unless work is added by directive and issued by the Borough Representative.

SECTION 602

STRUCTURAL PLATE PIPE

Special Provisions

602-5.01 BASIS OF PAYMENT. Add the following pay item:

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
602(4)	Aluminum Box Culvert, 15'-6" Span, 7'-3" Rise; .15" Thickness	Lump Sum

SECTION 611

RIPRAP

Special Provisions

611-2.01 MATERIALS. In the 1st paragraph add the following after the first sentence:

Apparent specific gravity will be determined by ATM 308.

In the 1st paragraph replace "2:1." with "3:1."

Add the following:

Substrate Material. Provide rock material that is durable and at least as round as those found in the natural stream bed. Use rock material of color matching rocks present in the natural stream channel, if available.

Coarse Substrate Material

COARSE MATERIAL (50% BY WEIGHT)	
Size (in)	Percent Passing
15"	100%
12"	80% - 90%
10"	65% - 75%
7"	35% - 45%
5"	15% - 25%

Fine Substrate Material

FINE MATERIAL (50% BY WEIGHT)	
Size (in)	Percent Passing
5"	100 %
3"	85% - 95%
1-1/2"	60% - 70%
3/4"	40% - 50%
No. 4	20% - 30%
No. 10	10% - 20%

611-3.01 CONSTRUCTION REQUIREMENTS. Add the following:

Prepare substrate material by mixing 1 part Coarse Substrate Material with 1 part Fine Substrate Material by volume. Mix substrate materials on site to avoid segregation before placing. Notify the Borough Representative at least 2 days before placing substrate material. The Borough Representative must approve of substrate material before placement.

Place substrate material according to Section 671. Fill as shown on the Plans and to the satisfaction of the Borough Representative. Leave a rough, uneven surface along top of the substrate material.

SECTION 618

SEEDING

Special Provisions

618-1.01 DESCRIPTION. Add the following:

Topsoil and seed new or disturbed slopes and other areas directed by the Borough Representative. Track the soil and apply seed, mulch, fertilizer, and water. Provide a living ground cover on slopes as soon as possible.

618-2.01 MATERIALS. Add the following to the list of material specifications:

Soil Stabilization Material	Section 727
Topsoil	Section 726 (In this specification, topsoil is included when referencing Stabilization Material)
Mulch	Section 727

618-3.01 SOIL PREPARATION. Delete the fourth paragraph and replace with the following:

Roughen the surface to be seeded by grooving the soil in a uniform pattern that is perpendicular to the fall of the slope. Use one or more of the following grooving methods with associated equipment before the application of seed:

1. Manual raking with landscaping rakes;
2. Mechanical track walking with track equipment; or
3. Mechanical raking with a scarifying slope board. Form one inch wide grooves spaced no more than six inches apart.

Rounding the top and bottom of slopes to facilitate tracking or raking and to create a pleasant appearance is acceptable, but disrupting drainage flow lines is not.

Add the following:

Apply seed as detailed in subsection 618-3.03 immediately after the shaping of the slopes. Cover all slopes to be seeded with topsoil according to Section 620. Complete slope preparation as soon as topsoil is placed on the slopes.

618-3.02 SEEDING SEASONS. Add the following: Seed disturbed areas that require seeding within 14 days of the permanent cessation of ground disturbing activities in that area.

Seed between May 15 and August 15, or obtain written approval from the Borough Representative to seed at a different date.

618-3.03 APPLICATION. Delete the first three paragraphs and replace with:

Seed, seeding, reseeding includes the application of seed, fertilizer and stabilization material.

Apply seed mix, fertilizer, and mulch (if required) at the rate specified in the Special Provisions. If no seed mix, seed mix application rate, or fertilizer rate are specified in the special provisions, use the recommendations of the Alaska Department of Natural Resources (ADNR) and the Revegetation Manual for Alaska.

Do not seed areas of bedrock, plant beds, and areas indicated on the plans as "no seeding."

Water and fertilizer required for application are subsidiary to the Seeding bid item.

Only apply fertilizer on roadway cut and fill slopes shown in the plans. Spread fertilizer by hand. Do not apply fertilizer within 10 feet of willow stakes, brush layers, and stream banks.

Add the following:

Apply seed, mulch, and fertilizer as follows per 1000 square feet (MSF). Apply seed and mulch in one application if using the hydraulic method. If required, apply fertilizer with the hydraulic method.

Component	Ingredients	Percentage (%)	Application Rate (per MSF)
Seed, Type A	Slender Wheatgrass (Wainwright)	50 %	2.00 lbs.
	Red Fescue (Arctared)	40 %	1.60 lbs.
	Annual Ryegrass (Lolium)	10 %	0.40 lbs.
		Total = 100%	Total = 4.00 lbs.
Seed, Type B	Egan Sloughgrass (American)	40 %	1.60 lbs.
	Norcoast – Tufted Hairgrass	30 %	1.20 lbs.
	Nortan – Tufted Hairgrass	20 %	0.80 lbs.
	Sourdough – Bluejoint Reedgrass	5 %	0.20 lbs.
	Annual Rye Grass	5 %	0.20 lbs.
		Total: = 2.00 lbs.	Total = 4.00 lbs.
Soil Stabilizer ^a Slope ≤ 3:1 Slope >3:1	Mulch		46 lbs.
	Mulch with tackifier		45-58 lbs.
Fertilizer	4-6-4 Organic		3.0 lbs.

- a. Soil Stabilizer/Stabilization Material. Refer to Section 619 and 727 for additional soil stabilization and soil stabilization materials.

Do not remove the required tags from the seed bags.

Upon the Borough Representative’s approval, Nortran Tufted Hairgrass may be used as a substitute for Slender Wheatgrass (Wainwright) if Slender Wheatgrass (Wainwright) is commercially unavailable. If this substitution is made, apply at the same application rate.

Replace Subsection 3.04 with the following:

618-3.04 MAINTENANCE AND WATERING. Protect seeded areas against traffic by approved warning signs, barricades, or temporary fencing. Repair surfaces gullied or otherwise damaged following seeding. Maintain seeded areas in a satisfactory condition until final acceptance of work.

Water and maintain seeded areas. If, in the opinion of the Borough Representative, too much water is being applied, reduce amount of water as directed.

Reseed areas not showing evidence of satisfactory growth within 3 weeks of seeding. Bare patches of soil more than 10 square feet in area must be reseeded. Erosion gullies over 4 inches deep must be filled and reseeded. Fill the entire erosion gully to surrounding grade, including the portions less than 4 inches deep.

Contact ADNR for advice or corrective measures, when seeded areas are not showing evidence of satisfactory growth. The Contractor is responsible for retracking, reseeding, refertilizing, and remulching areas that do not show satisfactory growth, and those actions are subsidiary.

Replace Subsection 618-3.05 with the following:

618-3.05 ACCEPTANCE. During final inspection, the Borough Representative will perform a visual inspection of seeding to determine final stabilization. During the visual inspection, each station and each side of the road will be considered a separate area. The Borough Representative will accept seeding that has become a vegetative matt with 70% cover density in the inspection area.

Reseed areas that are not acceptable to the Borough Representative.

Replace Subsection 618-3.06 with the following:

618-3.06 PERIOD OF ESTABLISHMENT. Establishment periods extend for one complete growing season following acceptable seeding. Employ all possible means to preserve/maintain the new vegetative matt in a healthy and vigorous condition to ensure successful establishment. Reseed areas that do not meet the specifications. Watering and reseeding after the final inspection are subsidiary to the Contract Price.

The Borough Representative may, but is not required to, determine the Project is complete except for the period of establishment, and issue a letter of final acceptance. After final acceptance, work or materials due under this subsection during any remaining period of establishment are considered warranty obligations that continue to be due following final acceptance in accordance with subsection 105-1.16.

618-4.01 METHOD OF MEASUREMENT.

After “Seeding by the Pound”, delete text and replace with:

By the weight of dry seed acceptably seeded and maintained.

Add the following:

The quantity of seeding shall include all cultivation, seeding, limestone (if required), fertilizer (if required), mulching (if required), and watering.

Delete paragraph beginning: “Water for Seeding” and replace with:

Water for Seeding. This item will not be measured for payment. Water for seeding is subsidiary to Item 618(2_) Seeding, Type__.

618-5.01 BASIS OF PAYMENT. Delete paragraphs beginning: “Seeding by the Acre” and “Seeding by the Pound” and replace with:

Seeding by the Acre. Payment is for established vegetative mat. Soil preparation, fertilizer, mulching, and water required for hydraulic method are subsidiary.

Seeding by the Pound. Payment is for established vegetative matt. Soil preparation, fertilizer, mulching, and water required for hydraulic method are subsidiary.

Add the following:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
618(2A)	Seeding, Type A	Pound
618(2B)	Seeding, Type B	Pound

SECTION 620

TOPSOIL

Special Provisions

620-3.01 PLACING. Add the following:

Place topsoil on all disturbed soil away from the road embankment and noted for seeding according to Section 618 Seeding of these specifications and as shown in the Plans. Topsoil source must be approved by the Borough Representative at least one week prior to placement and free of invasive species. Native organic soils salvaged from clearing, grubbing, and excavation work may be used with approval of the Borough Representative.

SECTION 621

PLANTING TREES AND SHRUBS

621-1.01 DESCRIPTION. Add the following:

This work consists of salvaging, stockpiling, placing, planting and maintaining vegetative mat, seedlings, shrubs, willow stakes, and willow bundles as shown in the Plans.

This work also includes providing and storing dormant Willow cuttings to be used in stream simulation.

621-2.01 PLANT STOCK. Add the following to item 2:

Collect dormant cuttings under the supervision of a plant material consultant provided by the Contractor and approved by the Engineer. The Contractor is responsible for locating, harvesting, and providing a controlled cold storage facility for dormant cuttings. Contractor submit, at least one week before the harvest, the harvest site locations for site inspection and approval.

- a. Dormant Willow Cuttings. Harvest dormant cuttings from living woody plants when the plants are not actively growing. Collect the cuttings from the species specified unless the Engineer approves alternates. Do not mix invasive vines or plant materials with the cuttings. Leave such material at the harvest site.

Provide live dormant cuttings ½-inch to 2-inches in diameter, 3-feet to 4-feet long. Handle live dormant cuttings with care to avoid bark stripping and trunk wood splitting. Make cuts 8-inches to 12-inches from the ground. Make cuts flat or at a blunt angle with pruning shears. Cut the basal ends, not the growing tips to obtain the required length.

Collect cuttings, to be used for spring and early summer plantings, during winter/early spring before leaves appear but no later than March 31. For fall dormant plantings, collect cuttings in the late summer/early fall, after plants have gone dormant, after leaves change color, and have dropped. Flower buds (“pussy willows”) are not acceptable. These buds typically occur at the tips of branches produced during the last growing season.

- (1) Binding. Group cuttings and bind together securely with twine at the harvesting site for ease of handling and for protection during transport. Keep side branches intact. Place growing tips in the same direction. Do not damage the cuttings.
- (2) Identification. Label live dormant cuttings. Securely attach labels to the bundles and/or groups of cuttings, indicating plant species and the date collected.
- (3) Transportation to Cold Storage. Place cuttings in the transport vehicle using hoisting belts, in an orderly manner, and cover to prevent damage or bruising and to prevent drying out. Schedule cutting and delivery to the cold storage facility so that the materials can be processed the day they arrive.
- (4) Cold Storage. Store live dormant cuttings in a secure refrigerated area. If collection of dormant cuttings occurs while daytime temperatures remain below freezing, freeze not colder than 0°F until planting. If daytime temperatures are above freezing during collection, refrigerate cuttings at temperatures between 31°F and 40°F, with 60 to 70 percent humidity, until planting.

Place cuttings in ventilated plastic bags or a plastic cover. Monitor temperature and humidity to prevent cuttings from drying out, sprouting, or getting mildew. Discard cuttings that have mold, are dried out, or have sprouted. Shade and protect outside storage locations from wind. Protect cuttings from drying.

- (6) Transportation to Work Site. Before use, soak cuttings in cool water for at least 24-hours, but for no more than 48-hours. Take cuttings directly from the cold storage site to the planting site.

Deliver only plant material, to be installed that day, to the work site. Do not return unplanted cuttings to cold storage. Shade and protect cuttings from damage, bruising, wind, and drying during transport and while on site.

621-2.02 FERTILIZER. Add the following:

Keep fertilizer out of waterways. Withhold use of fertilizer for protection and revegetation of stream banks.

Add the following sub section:

621-3.03 PLANTING. Delete Item 1. Plant Season, and substitute the following:

- 1. Plant Season.
 - a. Dormant Willow Cuttings and Live Willow Stakes: Install dormant Willow cuttings and live Willow stakes according to Subsection 671-3.04.

Add the following to item 5. Placing Plants:

- d. Plant Willow cuttings and live Willow staking according to Subsection 671 Stream Simulation.

Add the following to item 6. Backfilling:

Backfill Willow cuttings with topsoil according to Subsection 671-3.04.

621-3.04 PERIOD OF ESTABLISHMENT. Add the following:

Willow Cuttings and Live Willow Stakes. According to Subsection 671-3.04.

621-3.06 PLANT REPLACEMENTS. Add the following:

Willow Cuttings and Live Willow Stakes. According to Subsection 671-3.05.

621-3.07 MAINTENANCE. Add the following:

Willow Cuttings and Live Willow Stakes. According to Subsection 671-3.06.

621-4.01 METHOD OF MEASUREMENT. Add the following:

Willow Cuttings and Live Willow Stakes. According to Subsection 671-4.01. Willow stakes will be measured by the square yard installed, complete and in place according to Section 671 Stream Simulation. Salvaging/harvesting, storage and transporting Willow cuttings is subsidiary.

621-5.01 BASIS OF PAYMENT. Add the following:

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
621(5)	Live Willow Staking	Square Yard

**SECTION 623
BLOCK SODDING**

Special Provisions

623-2.01 MATERIALS. Add the following:

1. Vegetative Mats and Soil. Vegetative mats obtained as specified in Section 201 Clearing and Grubbing. Stock pile vegetated mats and soil in the confines of the area to be cleared and grubbed.

If the material must be stored on site prior to installation, the storage area shall be shaded and mats kept moist throughout the root zone. Plant the mat the same day if possible and no more than 48 hours from time of salvage. Maintain the plant material in live condition. Maintain in live condition.

623-3.01 CONSTRUCTION REQUIREMENTS. Add the following:

Vegetation Stockpile and Revegetation. Salvage and stockpile vegetative mat, including native plant material, brush, shrubs, trees smaller than 2-inch caliper, and topsoil. Stockpiled vegetative mat shall be stored on an impermeable barrier and watered daily until replanted. Vegetative mat stockpiles vegetative mat on Vegetative mat should be from the immediate area and as intact as possible. Replant vegetative mat on top of reconstructed banks as shown in the Plans or at the direction of the Borough Representative in conformance with Section 671, Stream Simulation. Vegetative mat should be at least 6 inches thick. If loss of topsoil during handling and stockpiling reduces mat thickness to less than 6 inches, place additional topsoil beneath mat to bring total thickness of vegetative mat to 6 inches. Place vegetative mats tightly together to minimize gaps between pieces of mat.

Vegetative Mats and Soil. Construction, survivability and maintenance according to Section 671.

623-4.01 METHOD OF MEASUREMENT. Delete this Section and add the following:

Item 623 (5) Vegetative Mat Salvage and Replanting. Live vegetative mat, including native plant material, brush, shrubs, trees smaller than 2-inch caliper, topsoil, compete in place and accepted. Water, stakes, plywood, fabric and other materials needed to maintain and protect vegetative mat are subsidiary.

623-5.01 BASIS OF PAYMENT. At the contract lump sum price for administration of all work under this Section.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
623(5)	Vegetative Mat Salvage and Replanting	Lump Sum

Special Provision

Replace Section 641 with the following:

**SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL**

641-1.01 DESCRIPTION. As approved by the Borough Representative, provide project administration and construction activities to control erosion, sedimentation, and pollution from the Project, according to this section and applicable local, state and federal requirements, including the Construction General Permit.

Utilities will be relocated by others concurrently with construction of this project. The Contractor will be responsible for controlling sediment and erosion and stabilizing areas disturbed during underground and aboveground utility relocation.

The Borough will develop a Storm Water Pollution Prevention Plan (SWPPP) necessary to cover certain utility relocation work that may precede issuance of a Notice to Proceed. The Contractor will incorporate the provisions of that SWPPP document into any documents prepared by the Contractor under this Section.

641-1.02 DEFINITIONS.

Alaska Certified Erosion and Sediment Control Lead (AK-CESCL). Certification documenting the person has completed training, testing and other requirements recognized by the Borough to satisfy the APDES Construction General Permit for “qualified personnel”. AK-CESCL certificates issued in conformance with, and under authority of the AK-CESCL Memorandum of Understanding are recognized by the Borough as meeting this standard. An AK-CESCL certification must be recertified every three years. CPESC, Certified Professional in Erosion and Sediment Control; CISEC, Certified Inspector in Sediment and Erosion Control; and CESCL, Washington Department of Ecology Certified Erosion and Sediment Control Lead are the only other recognized substitution for the AK-CESCL certification.

Alaska Department of Conservation (ADEC). The State Department that has been authorized to administer the Clean Water Act’s National Pollutant Discharge Elimination System in a phased process.

Alaska Pollutant Discharge Elimination System (APDES). The Alaska Pollutant Discharge Elimination System, administered by ADEC.

Area of Land Disturbance. The area of land (soil) that will be disturbed by Construction Activity. Area of Land Disturbance does not include pavement removal or pavement milling if the activity does not remove aggregate underlying the pavement.

Best Management Practices (BMPs). Temporary or permanent structure and non structural devices, schedules of activities, prohibition of practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants to waters of the United States. BMPs also include but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal.

Clean Water Act (CWA). United States Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)

Construction Activity. Physical activity by the Contractor or any SubContractor or Utility Company that may result in land disturbance, erosion, sedimentation, or a discharge of pollutants in storm water. Construction activity includes, but is not limited to, grubbing, excavation, constructing embankment, grading, stockpiling erodible material, processing material and installation or maintenance of BMP’s.

Construction General Permit (CGP). The Alaska Pollutant Discharge Elimination System General Permit for Discharges from Large and Small Construction Activities.

Electronic Notice of Intent (eNOI). The Electronic Notice of Intent submitted to ADEC, to begin Construction Activities under the CGP.

Electronic Notice of Termination (eNOT). The Electronic Notice of Termination submitted to ADEC, to end coverage under the CGP.

Erosion and Sediment Control Plan (ESCP). A project-specific document that illustrates measures to control erosion and sediment problems on a project. The ESCP normally consists of a general narrative and a map or site plan. It is developed by the Borough and may be included in the project plans and specifications. It serves as a resource for bid estimation and a frame work from which the Contractor develops the project SWPPP.

Final Stabilization. Soil disturbing activities at the site have been completed and one of the following methods, as identified in the contract, has been completed:

- Establish a uniform and evenly distributed perennial vegetative cover with a density of 70 percent of the native background vegetative cover, or
- Construct non-erodible permanent stabilization measures (such as riprap, gabions, geotextiles, pavement, or crushed aggregate base course) where vegetative cover is not required or practical.

Hazardous Material Control Plan (HMCP). The Contractor's detailed project-specific plan for the prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material, including but not limited to, petroleum products related to construction activities and equipment. The HMCP is included as an appendix to the SWPPP.

Operator(s). The party or co-parties associated with a regulated activity that has responsibility to obtain storm water permit coverage. "Operator" for the purpose of CGP and in context of stormwater associated with construction activity, means any party associated with a construction project that meets either of the following two criteria:

1. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
2. The party has day to day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with permit conditions).

Pollutant. Any substance or item meeting the definition of pollutant contained in 40 CFR 122.2

Project Area. The physical limits of the construction site, Borough furnished project staging and equipment areas, Borough furnished haul routes where deposition of sediments or erodible materials may result from material hauling activities and Borough furnished material and disposal sites directly related to the Contract. The project area also includes all areas of utility relocation and installation, including adjacent utility easements and tie-ins that may extend beyond the defined project limits. Contractor or Commercial Operator furnished material sites, material processing sites, disposal sites, haul routes, staging areas and equipment storage are not included in the Project Area.

Spill Prevention, Control, and Countermeasure Plan (SPCC). The Contractor's detailed plan for petroleum spill prevention and control measures that meet the requirements of 40 CFR 112.

Storm Water Pollution Prevention Plan (SWPPP). The Contractor's detailed project -specific plan to minimize erosion and contain sediment within the Project site and to prevent discharge of pollutants that exceed applicable water quality standards. The SWPPP includes, but may not be limited to, amendments, records of activities, inspection schedules and reports, qualifications of key personnel and all other documentation required by the CGP and this specification.

Temporary Stabilization. The protection of exposed soils (disturbed land) from wind, and water erosion during construction process, until final stabilization is established.

Utility Company. A Utility Company or their Contractor performing work concurrently with the construction of this project.

641-1.03 SUBMITTALS. Submit three signed copies of the SWPPP and HMCP to the Borough Representative. Submit two signed copies of the SPCC Plan (if required under subsection 641-2.03) to the Borough Representative at or before the pre-construction meeting.

The Borough will review the SWPPP and HMCP submittals within fourteen (14) calendar days. Submittals will be returned to the Contractor as either requiring modification, or as approved by the Borough. The 14 day review period will restart when the Contractor submits to the Borough the revised SWPPP and or HMCP. The approved SWPPP must contain certification, and be signed according to the Standard Permit Conditions of the APDES Construction General Permit.

Upon acceptance of the SWPPP by the Borough submit an eNOI for the Project to ADEC with the required fee. Submit a copy of the eNOI to the Project Manager when the eNOI is submitted to ADEC. The Borough will submit the Borough's eNOI to the ADEC and provide a copy to the Contractor for inclusion in the SWPPP.

No construction activities will take place on the Project until the eNOI has been posted on the ADEC website for seven (7) calendar days.

The active status NOI's, SWPPP, HMCP and SPCC Plan (when required) become the basis of the work required for the project's erosion, sediment, and pollution control.

Within fifteen (15) calendar days after the Borough Representative has determined you may end SWPPP activities for the Project, submit your eNOT for the Project to ADEC and send a copy of the eNOT to the Borough Representative. Within fifteen (15) calendar days of the Project Manager's determination the Borough will submit the Borough's eNOT to the ADEC and send a copy to the Contractor.

When CGP, Part 10, F requires ADEC SWPPP review: transmit a copy of the SWPPP with the required fee to ADEC using delivery receipt confirmation. Transmit a copy of the delivery receipt confirmation to the Borough Representative within seven (7) calendar days of receiving the confirmation. Transmit a copy of the ADEC SWPPP review letter to the Borough Representative within seven (7) calendar days of receipt from ADEC. Amend the SWPPP as necessary to address ADEC comments and transmit a copy of the SWPPP amendments to the Borough Representative within seven (7) calendar days of receipt of ADEC review comments. Include a copy of the ADEC SWPPP review letter in the SWPPP.

641-1.04 PERSONNEL QUALIFICATIONS. The Superintendent and any designated Relief Superintendent must meet the following qualifications:

- Current certification as AK-CESCL
- Duly authorized representative, as defined in Appendix F of the CGP.

641-1.05 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

eNOI and eNOT. The eNOI and eNOT must be signed and certified by a responsible corporate officer, in accordance with the CGP Appendix F. Signature and certification authority, for eNOI and eNOT, cannot be delegated.

Delegation of Signature Authority for Other SWPPP Documents and Reports. Delegate signature and certification authority to the Superintendent, in accordance with CGP Appendix F, for the SWPPP inspections, and other reports required by the CGP. Include a copy of the written delegation in the SWPPP. Delegation is not required if the Superintendent is a responsible corporate officer for the Contractor, as defined in CGP Appendix F.

SubContractor Certification. SubContractors must certify that they have read and will abide by the CGP and the conditions of the project SWPPP.

641-2.01 STORM WATER POLLUTION PREVENTION PLAN. Prepare a Storm Water Pollution Prevention Plan. When provided in the plan set use the Borough's ESCP to develop a SWPPP based on scheduling, equipment, and use of alternative BMPs. The SWPPP preparer must visit the project site before preparing the SWPPP. The plan must include both erosion control and sediment control measures. The

plan must first address preventing erosion, then minimizing erosion and finally trapping sediment before it leaves the project site.

The SWPPP must follow the format presented in Appendix A, of Developing Your Storm Water Pollution Prevention Plan (EPA 833-R-060-04 May 2007). An electronic copy of the SWPPP template is available on EPA's web site at <http://www.epa.gov/npdes/swpppguide>

The plan must address the site specific controls and management plan for the construction site as well as for material sites, waste disposal sites, haul roads and other affected areas, public or private. The plan must also include copies of and incorporate the requirements of the project permits.

The Contractor is responsible for identifying, in their SWPPP, other work that is on-going or will be undertaken within or adjacent to the project during the contract period and to coordinate erosion and sediment control measures with the other operators.

641-2.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS.

Prepare a HMCP for handling, storage, cleanup and disposal of petroleum products and other hazardous substances. (See 40 CFR 117 and 302 for listing of hazardous materials).

Compile Material Safety Data Sheets in one location and reference in the HMCP. List and give location of hazardous materials, including office materials, to be used and/or stored on site, and estimated quantities. Detail a plan for storing these materials as well as disposing of waste petroleum products and other hazardous materials generated by the project.

Identify the locations where storage, fueling and maintenance activities will take place, describe the maintenance activities and list controls to prevent the accidental spillage of oil, petroleum products, and other hazardous materials.

Detail procedures for containment and cleanup of hazardous substances, including a list of types and quantities of equipment and materials available on site to be used.

Detail a plan for the prevention, containment, cleanup and disposal of soil and water contaminated by accidental spills. Detail a plan for dealing with unexpected contaminated soil and water encountered during construction.

Detail methods of disposing of waste petroleum products and other hazardous materials generated by the project. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for hazardous material disposal.

Specify the line of authority and designate a field representative for spill response and one representative for each subContractor. Include their names and contact information in the SWPPP.

641-2.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN REQUIREMENTS.

Control

Prepare and implement a SPCC Plan when required by 40 CFR 112, including:

1. When oil spills may reach navigable waters; and
2. Total above ground oil storage capacity is greater than 1,320 gallons.

Prevention and Countermeasures

Comply with 40 CFR 112 and address the following issues in the SPCC Plan:

1. Operating procedures that prevent oil spills;
2. Control measures installed to prevent a spill from reaching navigable waters; and
3. Countermeasures to contain, cleanup and mitigate the effects of an oil spill.

Self-certify the SPCC Plan if the total above ground oil storage capacity is 10,000 gallons or less, and the requirements for self certification in 40 CFR 112 are met. Otherwise the SPCC Plan must be certified, stamped with the seal of, date by, and signed by a Professional Engineer registered in the State of Alaska.

641-2.04 RESPONSIBILITIES AND AUTHORITY OF THE SUPERINTENDENT.

The Superintendent is responsible for the overall operations of the Project and all Contractor-furnished sites and facilities directly related to the Project. The Superintendent shall sign and certify the SWPPP, SWPPP inspections, and other reports required by the CGP, except the NOI and NOT. The Superintendent may not delegate the task or responsibility of signing and certifying the SWPPP, SWPPP inspections, and other reports required by the CGP. If the Superintendent is unavailable, a relief Superintendent may sign and certify reports required by the CGP. If the relief Superintendent is used, document the personnel change, including a photo copy of their AK-CESCL certification, and include their beginning and ending dates in the SWPPP.

641-2.05 MATERIALS. Comply with the material requirements described in the Plans and Specifications.

Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments in accordance with the requirements of the CGP.

Straw that is certified as free of noxious weed by the United States Department of Agriculture, Natural Resources Conservation Service, Local Soil and Water Conservation District, Alaska Weed Free Forage Certification Program must be used when available. Hay may not be substituted for straw.

Silt Fences	Subsection 729-2.04, Sediment Control
Temporary Seed	Section 724
Erosion, Sediment, and Pollution Control-Material	Section 744

641-3.01 CONSTRUCTION REQUIREMENTS. Comply with the SWPPP and the requirements of the CGP.

Ensure all subContractors and utility companies understand and comply with the SWPPP and the CGP. Provide SWPPP information to the utility companies. Notify the Project Manager immediately if actions of any utility company or subContractor do not comply with the SWPPP and the CGP. Provide training to subContractors & utility companies on control measures at the site and applicable storm water pollution prevention procedures and document the dates and attendees to these trainings in Appendix J of the SWPPP.

Post notices on the outside wall of the Contractor’s project office, and at publicly accessible locations near the beginning and end of the Project. Protect postings from the weather and locate so the public can read them without obstructing construction activities (for example, at an existing pullout). Include the following information in each of the posted notices:

- Copy of all eNOIs related to this project
- Name and phone number of Project Superintendent
- Location of the SWPPP available for public viewing.

Comply with requirements of the HMCP, the submitted SPCC Plan, and the State and Federal regulations that pertain to handling, storage, cleanup and disposal of petroleum products or other hazardous substances. Contain, cleanup and dispose of discharges of petroleum products and other materials hazardous to the land, air, water and organic life forms. Perform fueling operations in a safe and environmentally responsible manner. Comply with requirements of 18 AAC 75 and AS 46, Oil and Hazardous Substance Pollution Control. Report oil spills as required by Federal, State and local Law and, as described in the SPCC Plan.

Comply with requirements of the APDES Construction General Permit, implement temporary and permanent erosion and sediment control measures identified in the SWPPP, and ensure that the SWPPP remains current. Maintain temporary and permanent erosion and sediment control measures in effective operating condition.

Coordinate BMPs with Utility Companies doing work in the project area.

641-3.02 INSPECTIONS

Perform inspections and prepare inspection reports to comply with the project SWPPP and the APDES Construction General Permit.

1. Joint Inspections. Before start of construction, conduct a joint on-site inspection with the Borough Representative, the SWPPP Preparer, and the Contractor's Superintendent for the project to discuss the implementation of the SWPPP.
 - a. Before each winter shutdown, to ensure that the site has been adequately stabilized and devices are functional.
 - b. At project completion, to ensure final stabilization of the project.
2. During Construction. In addition, the Contractor will perform inspections meeting the requirements of the APDES Construction General Permit. The project Superintendent shall review the Project Site, Materials Sites, Waste Sites and the SWPPP for conformance with the APDES Construction General permit at least once per month and after every major change in earth disturbing activities for compliance with the Construction General Permit.
3. Inspection Reports. Prepare and submit, within three (3) working days of each inspection, a Inspection Report. At a minimum the report will contain the following:
 - a. A summary of the scope of the inspection
 - b. Name(s) and titles of personnel making the inspection
 - c. The date of the inspection
 - d. Observations relating to the implementation of the SWPPP
 - e. Any actions taken as the result of the inspection
 - f. Incidents of non-compliance

Where a report does not identify and incidents of noncompliance, certify that the facility is in compliance with the SWPPP and the APDES Construction General Permit.

The Contractor's Superintendent will sign the report according to the Standard Permit Conditions of the APDES Construction General Permit. Include reports as an appendix to the SWPPP.

Record Retention

Keep the SWPPP up to date at all times. The SWPPP shall denote location, date of installation, date maintenance was performed and the date of removal of BMPs. It shall also contain copies of inspection reports and amendments.

Maintain the following records as part of the SWPPP:

1. Dates when major grading activities occur;
2. Dates when construction activities temporary or permanently cease on a portion of the site: and
3. Dates when stabilization measures are initiated.

Provide the Borough Representative with copies of SWPPP revisions, updates, records and inspection reports at least weekly.

Retain copies of the SWPPP and other records required by the APDES Construction General Permit for at least three years from the date of final stabilization.

If unanticipated or emergency conditions threaten water quality, take immediate suitable action to preclude erosion and pollution.

Amendments

Submit amendments to the SWPPP to correct problems identified as a result of:

1. Storm or other circumstance that threatens water quality, and
2. Inspection that identifies existing or potential problems.

Submit SWPPP amendments to the Borough Representative within seven (7) calendar days following the storm or inspection. Detail additional emergency measures required and taken, to include additional or modified measures. If modifications to existing measures are necessary, complete the implementation before the next storm event whenever practicable.

Stabilize area disturbed before the seeding deadline or within seven (7) calendar days of the temporary or permanent cessation of ground-disturbing activities.

Notice of Termination

For projects that require an eNOI, submit the signed eNOT to the ADEC with a copy to the Project Manager when the Project Manager notifies that:

1. The project site (including material sources, and disposal sites) has been finally stabilized and that storm water discharges from construction activities authorized by the permit have ceased, or
2. The construction activity operator (as defined in the APDES Construction General Permit) has changed.

641-4.01 METHOD OF MEASUREMENT.

Items 641(2) and (4) will be measured as specified in the Contract or Owner's Action authorizing the work.

641-5.01 BASIS OF PAYMENT.

1. Item 641(1) Erosion and Pollution Control Administration. At the Contract lump sum price for administration of work under this Section. Includes, but is not limited to, plan preparation, plan amendments and updates, inspections, monitoring, reporting and record-keeping.
2. Item 641(2) Temporary Erosion and Pollution Control. At the prices specified in the Contract or as provided in the Owner's action authorizing the work to install and maintain temporary erosion, sedimentation and pollution control measures.
3. Item 641(3) Temporary Erosion and Pollution Control. At the Contract lump sum price to install and maintain temporary erosion, sedimentation and pollution control measures required to complete the project according to the Plan and with the current approved SWPPP and HMCP.
4. Item 641 (4) Temporary Erosion and Pollution Control Amendments. At the price specified in the Owner's action for extra, additional or unanticipated work to install and maintain temporary erosion, sedimentation and pollution control measures. Work paid under this item will be shown as amendments to the original SWPPP or HMCP.

Temporary erosion and pollution control measures that are required at Contractor -furnished sites are subsidiary to Pay Item 641(3).

Work that is paid for directly or indirectly under other pay items will not be measured and paid under this Section, including but not limited to dewatering, shoring, bailing, installation and removal of temporary work pads, temporary accesses, temporary drainage pipes and structures and diversion channels.

Perform temporary erosion and pollution control measures that are required due to negligence, carelessness, or failure to install permanent controls as a part of the work scheduled or ordered by the Project Manager, or for the Contractor's convenience, at the Contractor's expense.

Permanent erosion and pollution control measures will be measured and paid for under other Contract items, when shown on the bid schedule.

Failure

If the Contractor fails to coordinate temporary or permanent stabilization measures with the earthwork operations in a manner to effectively control erosion and prevent water pollution, the Project Manager may suspend the earthwork operations and withhold monies due on current estimates for such earthwork items until aspects of the work are coordinated in a satisfactory manner.

If there is failure to:

1. Pursue the work required by the SWPPP,
2. Respond to inspection recommendations and/or deficiencies in the SWPPP, or
3. Implement erosion and sedimentation controls identified by the Project Manager.

The Project Manager may suspend construction activities and withhold monies due on current estimates until the SWPPP is in compliance with the APDES Construction General Permit.

The Contractor shall be due no additional monies or Contract time extension as result of delays resulting from suspension of earthwork for failure to perform required erosion, sedimentation, or pollution duties as outlined in this Section 641.

If listed in the bid schedule payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
641(1)	Erosion and Pollution Control Administration	Lump Sum
641(2)	Temporary Erosion and Pollution Control	Lump Sum
641(3)	Temporary Erosion and Pollution Control	Lump Sum
641 (4)	Temporary Erosion and Pollution Control Amendments	Lump Sum

SECTION 642

CONSTRUCTION SURVEYING AND MONUMENTS

Special Provisions

642-1.01 GENERAL. Add the following:

Contractor shall survey existing road and driveway profiles to extent necessary to complete work shown in Plans prior to disturbing ground. Consult temporary benchmark information included in the Plans.

642-2.01 MATERIALS. Delete Item 2 and replace with the following:

2. Primary Monument: A minimum 2-inch diameter nonferrous pipe at least 30 inches long, with a minimum 4-inch flange at the bottom and having magnets attached at the top and bottom. A minimum 2-3/8 inch diameter nonferrous metal cap must be permanently attached to the top. Permanently stamp every monument with the Surveyor's registration number, the point/corner identification.

Delete Subsection 642-3.01 in its entirety and replace with the following:

642-3.01 GENERAL. Use competent, qualified personnel and suitable equipment for the layout work required and furnish traffic control, stakes, templates, straight-edges and other devices necessary for establishing, checking and maintaining the required points, lines and grades.

The owner found existing monuments and set additional control sufficient to establish the project centerline and set at least two benchmarks per mile to enable establishment of planned elevations. The survey control for this project is shown on the Plans.

The Contractor will perform the following:

1. Staking necessary to delineate clearing and/ or grubbing limits.
2. Slope Staking.
3. Staking of signs, culverts, minor drainage structures and other appurtenances, including the necessary checking to establish the proper location and grade to best fit the conditions on site.
4. Set centerline finishing stakes (hubs)
5. All other surveying and staking necessary to complete the project.

The Contractor's Surveyor shall survey existing road profile and cross section to extent necessary to complete work shown in Plans prior to disturbing ground.

Delete Subsection 642-3.03 in its entirety and replace with the following:

642-3.03 MONUMENTS. Any monuments disturbed on the project will be replaced by the Contractor's Surveyor. The Surveyor must complete and stamp a State of Alaska Land Surveyor Monument Record form for each primary and secondary monument removed, installed, relocated, or replaced. Provide the required survey information on the form in accordance with statutory requirements, including section, township, and range. Meet requirements for recording at the District Recorder's Office in which the project is located for each monument record. Deliver conforming copies of the recorded forms to the Borough Representative before monument removal or disturbance and after setting any final monuments requiring monument records.

Set each monument and monument case accurately to lines established at the required location and in a manner as to ensure being held firmly in place. Set existing monuments and monument cases to be adjusted to new elevations in the manner and at the elevations directed.

Add the following subsection:

642-3.07 STREAM SIMULATION SURVEY.

Before ground disturbing activities start, survey the ordinary high water line within the limits of work shown in the plans. Before reconstructing the stream banks, installing root wads, and/or installing brush layers, stake the ordinary high water line along the stream banks.

642-4.01 METHOD OF MEASUREMENT. Delete the last paragraph and replace with the following:

Contractor furnished computations are subsidiary and will not be measured for payment.

642-5.01 BASIS OF PAYMENT.

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
642(1)	Construction Surveying	Lump Sum
642(3B)	Two Person Survey Party	Hour

SECTION 643

TRAFFIC MAINTENANCE

Special Provisions

643-1.01 DESCRIPTION. Delete the second paragraph in its entirety.

Add the following:

This work consists of the necessary measures to protect and control traffic during the life of the contract including but not limited to, furnishing, erecting, maintaining, replacing, cleaning, moving and removing the traffic control devices required to insure the safety of the traveling public and all administrative responsibilities necessary to implement this work. The Contractor shall be liable for any damage or injuries suffered by reasons of their operations or their failure to provide adequate safeguarding services.

643-1.02 DEFINITIONS. Add the following paragraphs after paragraph titled "Construction Phasing Plan":

Detour. An alternate route taking drivers around a road closure or other obstacle normally delineated by specific signing notifying the driver when the detour must be taken and guiding the driver through the alternate route.

Permanent Construction Signs. Signing installed at the start of construction activities and located on the primary approaches to the work zone to warn drivers of upcoming construction activities and to advise drivers that they have reached the end of the construction zone. These signs may also include signs setting speed limits through the construction zone and/or warning of increased penalty for excessive speed in the construction zone.

Night Work: Work occurring between sunset and sunrise on all days, except June 2 to July 13, Night Work Lighting Requirements.

643-1.03 TRAFFIC CONTROL PLAN. Add the following:

Replace the last paragraph with the following: A waiver may be requested, in writing, of regulation 17 AAC 25 regarding oversize and overweight vehicle movements inside the project limits. If the waiver is approved, movements of oversize and overweight vehicles in or near traffic inside the project limits will be done according to the provisions of an approved Traffic Control Plan. Maintain a minimum 12 foot lateral separation between the nonstreet legal vehicles and the motoring public. The Traffic Control Plan shall specify the traffic control devices required for these operations.

643-1.04 WORKSITE SUPERVISOR.

1. Qualifications. Replace with the following:

Qualifications. The Worksite Traffic Supervisor shall be knowledgeable and experienced regarding the requirements of the ATM and the implementation of those requirements. The Worksite Traffic Supervisor shall be familiar with the Plans, the Specifications, your proposed operations, and certified as one of the following:

- a. Traffic Control Supervisor, American Traffic Safety Services Association (ATSSA)
- b. Work Zone Safety Specialist, International Municipal Signal Association (IMSA)

The Worksite Traffic Supervisor must be competent and capable, and have the authority to perform the duties and responsibilities in accordance with this Section.

Worksite Traffic Supervisors shall maintain current certification and be able to show their certification anytime they are on the project.

2. Duties. Add the following:
 - I. Supervise lighting of Night Work.

643-2.01 MATERIALS.

4. Portable Concrete Barriers. Add the following: Use reflective sheeting that meets AASHTO M 268 Type III, IV or V.
13. Plastic Safety Fence. Replace a., b., and c. with the following:
 - a. "Safety Fence" by Jackson Safety, Inc., Manufacturing and Distribution Center, 5801 Safety Drive NE, Belmont, Michigan, 49306. Phone (800) 428-8185.
 - b. "Flexible Safety Fencing" by Carsonite Composites, LLC, 19845 U.S. Highway 76, Newberry, South Carolina, 29108. Phone (800) 648-7916.
 - c. "Reflective Fencing" by Plastic Safety Systems, Inc., 2444 Baldwin Road, Cleveland, Ohio 44104. Phone (800) 662-6338.
16. Flagger Paddles. Replace the last sentence with the following:

Use reflective sheeting that meets AASHTO M 268 Type VIII or IX. Use background colors of fluorescent orange on one side and red on the other side.

Add No. 17:

17. Flexible Markers. Refer to Subsection 606-2.01 Materials.

Replace Subsection 643-2.02 CRASHWORTHINESS with the following:

643-2.02 CRASHWORTHINESS. Submit documentation, by the method indicated, that the following devices comply with the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or Manual for Assessing Safety Hardware (MASH), Test Level 3 on the given schedule.

Submit documentation of compliance to the Borough Representative before installing devices on the project.

Work Zone Traffic Control Device Compliance with NCHRP 350 or MASH		
Category	Devices	Method of Documentation
1	Cones, candles, drums w/o attachments, delineators	Manufacturer's Certification for devices exceeding height and weight limits
2	Barricades, portable sign supports, drums w/lights, other devices weighing less than 100 pounds but not included in category 1	FHWA acceptance letter indicating acceptance at Test Level 3 (when no test level is specified in the letter; it is implied that the tests were run for Test Level 3),
3	Truck mounted attenuators, redirective and nondirective temporary crash cushions	FHWA acceptance letter indicating acceptance at Test Level 3 (when no test level is specified in the letter; it is implied that the tests were run for Test Level 3),
	Portable concrete barriers	FHWA acceptance letter specifying the Test Level required in the Plans or Specifications.

Category 1 devices that exceed the following weights and heights require certification that they meet the evaluation criteria of NCHRP Report 350 or MASH, Test Level 3. This certification may be a one-page affidavit signed by the vendor. Documentation supporting the certification (crash tests and/or engineering analysis) must be kept on file by the certifying organization. No certification is required for devices within the weight and height limitations.

<u>Device</u>	<u>Composition</u>	<u>Weight</u>	<u>Height</u>
Cones	Rubber	20 lb.	36 in.
	Plastic	20 lb.	48 in.
Candles	Rubber	13 lb.	36 in.
	Plastic	13 lb.	36 in.
Drums	Hi Density Plastic	77 lb.	36 in.
	Lo Density Plastic	77 lb.	36 in.
Delineators	Plastic or Fiberglass	N/A	48 in.

643-3.01 GENERAL CONSTRUCTION REQUIREMENTS. Add the following:

Immediately notify the Borough Representative of any traffic related accident that occurs within the project limits as soon as you, an employee, or a subcontractor becomes aware of the accident.

Where construction activity encroaches onto the safe route in a traffic control zone, station a flagger at the encroachment to assist pedestrians and bicyclists past the construction activity.

Maintain business access(s) during flagging operations.

643-3.04 TRAFFIC CONTROL DEVICES.

Replace paragraph 9 with the following:

Items paid under this Section remain the Contractor's property unless stated otherwise. Remove them after completing the project.

1. Embankments. Install portable concrete or steel barrier, plastic drums, barricades, tubular markers, plastic safety fence, and cones as specified on the Plans or TCPs to delineate open trenches, ditches, other excavations and hazardous areas when they exist along the roadway for more than one continuous work shift.
2. Adjacent Travel Lane Paving. Limit pavement-edge and lane-edge drop-offs as specified in Section 401. When paving is deeper than 1 inch and you cannot finish paving adjacent travel lanes or paved shoulders to the same elevation before the end of the paving shift, install one of the following, as appropriate: CW8-11 (Uneven Lanes), CW8-9 (Low Shoulder), CW14-3 (no Passing Zone), R4-1 (Do Not Pass), and R4-2 (Pass with Care). If the Section is longer than 1/2 mile, place additional signs every 1500 feet.
3. Fixed Objects And Construction Vehicles And Working Equipment On Or Next to The Traveled Way. Locate fixed objects at least 30 feet from the edge of traveled way. Fixed objects that exist prior to construction activity are not subject to this requirement unless the proposed temporary traffic routing moves the edge of traveled way closer to the pre-existing fixed object. Vehicles and other objects within parking lots in urban environments are considered preexisting fixed objects regardless of whether they are or are not present continuously throughout the day.

When worksite restrictions, land features, right of way limitations, environmental restrictions, construction phasing, or other construction conditions allow no practicable location meeting the preceding requirements, the Borough Representative may approve alternate locations for fixed objects. Alternate locations shall be as far as practicable from the edge of traveled way. When the alternate location provides 15 feet or more separation from the edge of traveled way, the Borough Representative may verbally approve the alternate location. When the alternate location provides less than 15 feet separation, written approval is required.

When the Borough Representative determines a fixed object or fixed objects present unacceptable hazard, use drums or Type II barricades with flashing warning lights, or use portable concrete or steel barriers, or temporary crash cushion to delineate or shield the hazard, as approved by the Borough Representative.

Remove obstructions greater than 4 inches above the nominal foreslope grade at the end of each continuous work shift.

4. **Flagging.** Furnish trained and competent flaggers and all necessary equipment, including lighting of the flagging position during nighttime operations, to control traffic through the traffic control zone. The Borough Representative will approve each flagging operation before it begins and direct adjustments as conditions change.

Flaggers must be certified as one of the following:

- a. Flagging Level I Certification by IMSA
- b. Flagger Certification by ATSSA
- c. Traffic Control Supervisor, ATSSA
- d. Work Zone Safety Specialist, IMSA
- e. ATSSA Flagging Instructor

Flaggers shall maintain current flagger certification. Flaggers must be able to show their flagger certification anytime they are on the project.

Flaggers must maintain their assigned flagging location at all times, unless another qualified flagger relieves them, or the approved traffic control plan terminates the flagging requirements. Remove, fully cover, or lay down flagger signs when no flagger is present. Keep the flaggers' area free of encumbrances. Keep the flagger's vehicle well off the roadway and away from the flagging location so the flagger can be easily seen.

Provide approved equipment for two-way radio communications between flaggers when flaggers are not in plain, unobstructed view of each other.

Obtain the Borough Representative's written approval before flagging signalized intersections. When flagging a signalized intersection, either turn off and cover the traffic signal or place it in the All-Red Flash mode. Coordinate changing traffic signal modes and turning off or turning on traffic signals with the agency responsible for signal maintenance and operation and the Borough Representative. Get their written approval in advance. Only uniformed police officers are permitted to direct traffic in an intersection with an operating traffic signal.

5. **Pilot Cars.** Use pilot cars when part of an approved TCP.

Organize construction operations so the total of all stoppages experienced by a vehicle traveling through a project does not exceed 20 minutes. Coordinate multiple pilot-car operations within a project or adjoining projects to minimize inconvenience to the traveling public. Two or more pilot cars may be used to provide two-way traffic through the traffic control zone to reduce the waiting period. The flagger or pilot car operator must record each pilot car's departure time in a bound field book furnished by the Borough Representative. Whenever practical, the flagger should tell the motorist the reason for and approximate length of the delay. Make every reasonable effort to yield right-of-way to the public and prevent excessive delay.

Use an automobile or pickup as the pilot car, with the company logo prominently displayed. Equip the pilot car with a two-way radio for contact with flaggers and other pilot cars. Mount a G20-4 sign (Pilot Car Follow Me) on the rear at least 5 feet above the driving surface. Use high intensity flashing strobe lights, oscillating beacons, or rotating beacons on all Pilot Cars. Vehicle hazard warning lights may supplement but are not permitted to be used instead of high intensity flashing strobe lights, oscillating beacons, or rotating beacons. Identify the last vehicle in the column.

When pilot car operations are approved, establish all required pilot car traffic control devices before beginning work. Continue pilot car operations until no longer necessary and an approved TCP is in place for operations without pilot car, including all required traffic control devices.

6. Street Sweeping and Power Brooming. Keep free of loose material paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where the Contractor's operations have deposited loose material. Use equipment for brooming and sweeping as recommended by the manufacturer and the following:

Dirt, dust and construction materials, mobilized as a result of power brooming and or sweeping, shall not be pushed, ejected, thrown or drift beyond the lesser of, 2 feet from the equipment perimeter or the edge of the paved surface.

All equipment shall operate to typical industry standards. Maintain equipment to operate as designed by the manufacturer. Equipment will employ safety equipment, warning lights, and other as required by the Specifications and these Special Provisions.

Sweeper and Broom Options: Table 643-5, Traffic Control Rate Schedule, Street Sweeping.

- a. Regenerative Sweeper: Sweeper that blows a stream of air at the paved surface causing fine particles to rise and be caught through a vacuum system.
- b. Vacuum Sweeper: Sweeper that creates a vacuum at the paved surface sucking dirt, dust, and debris into the collection system.
- c. Mechanical Broom Sweeper: Sweeper designed to pick up and collect larger size road debris, stones and litter, etc. In addition to the requirements noted in these Specifications, use of a mechanical broom sweeper requires the Borough Representative to approve the sweeper for the intended use.
- d. Power Broom: Power brooming that wets, pushes and or ejects loose material directly into an attached collection/pickup container may be used when approved by the Borough Representative. The added moisture will be contained to the paved roadway surface.

Dry Power Brooming is not permitted. Power brooming without direct/immediate means of collection/pickup is not permitted.

The Contractor's cost for the use of Street Sweeping and Power Brooming is considered incidental for compliance with Section 643 Traffic Maintenance and Section 641 Erosion, Sediment and Pollution Control. Street Sweeping and Power Brooming shall be integrated into the Contractor's Traffic Maintenance and Erosion, Sediment and Pollution control plans.

7. Watering. Furnish, haul, and place water for dust control and pavement flushing, as directed. Use water trucks that can provide a high-pressure water stream to flush the pavement and a light-water spray to control dust. If the flushing operations contaminate or fill adjacent catch basins, clean and restore them to their original condition. This requirement includes sections of roadway off the project where flushing is required. The Borough Representative will control water application.

When taking water from a lake, stream, or other natural water body, first obtain a water removal permit from the Alaska Department of Natural Resources. Comply with the Alaska Department of Fish and Game screening requirements for all water removal operations.

8. Portable Changeable Message Board Signs. Furnish Changeable Message Signs when approved on a TCP. Display only messages approved on the TCP. Follow application guidelines in the ATM.
9. Truck Mounted Attenuator (TMA.) TMAs are mounted on the rear of work vehicles. Impact attenuators are defined by NCHRP 350 or MASH as a category 3 device. TMAs shall be mounted on a vehicle with a minimum weight of 15,000 pounds and a maximum weight in accordance with the manufacturer's recommendations. TMAs shall have an adjustable height so that it can be placed at the correct elevation during usage and to a safe height for transporting. Approach ends of TMAs shall have impact attenuator markings in accordance with the ATM. Do not use a damaged attenuator in the work. Replace any damaged TMA at your expense.

10. Traffic Control Vehicles. Use high intensity flashing strobe lights, oscillating beacons, or rotating beacons on the Work Zone Supervisor's vehicle and on vehicles being used to transport and set-up traffic control devices. Vehicle hazard warning lights may supplement but are not permitted to be used instead of high intensity flashing strobe lights, oscillating beacons, or rotating beacons.
11. Parallel Guardrail Terminal. The price listed in the Traffic Control Rate Schedule, Table 643-5, will be full compensation for the purchase, installation, maintenance during construction, removal, and salvaging the Parallel Guardrail Terminal unit(s). Deliver the salvaged unit(s) to the nearest ADOT & PF Maintenance & Operations yard or as directed by the Borough Representative.

643-3.05 AUTHORITY OF THE BOROUGH REPRESENTATIVE. Replace the first sentence with:

When existing conditions adversely affect the public's safety or convenience, the Contractor will receive an oral notice. A written notice will follow the oral notice according to Subsection 105-1.01, Authority of the Engineer.

Add the following after the second sentence: In no case shall this time exceed 24 hours.

643-3.08 CONSTRUCTION SEQUENCING. Replace the last sentence with:

At least one travel lane on Ridgecrest Road shall be open and maintained for the duration of the project. A construction sequencing plan shall be submitted, as a TCP, to the Borough Representative for approval before the implementation of lane closures. Allow for a 14-day review period, and a 7-day public notice prior to any closures. Full road closures are not allowed.

Obtain the local school bus schedule and coordinate work efforts to ensure the school buses are not delayed through the construction zone. This plan shall be submitted, as a TCP to the Borough Representative for approval before implementation of school bus coordination plan

643-5.01 BASIS OF PAYMENT. Add the following:

11. Traffic Control. Add the following: The Borough Representative does not require a change order/directive for Pay Item 643(25), Traffic Control.
17. High Visibility Garments. Payment for high visibility garments for workers is subsidiary to other Pay Items.

Special Provision

Add the following Section:

SECTION 671

STREAM SIMULATION

671-1.01 DESCRIPTION. Construct a stream channel and establish stream banks in conformance with the plans.

Construction of the stream channel consists of furnishing and installing rock and specified substrate material to simulate natural stream profile, grade control structures, and stream bed through culverts and in existing and reconstructed stream channels. Work includes developing, transporting, and storing materials; sediment control; placing bedding and fill to construct stream simulation channels inside and outside of the structures (culverts, existing channels); placing, keying, and compacting designed culvert substrate material; constructing in-stream structures (rock clusters, banks); reconstructing existing channels; and all other work to complete the project.

Locations of the reconstructed channel and banks are shown in the plans. Review the plans and submit any modifications to the Borough Representative in writing a minimum of two weeks before excavation for the reconstructed channel begins. Proposed modifications must be shown in a drawing or drawings indicating proposed changes. Do not implement a modified plan without approval by the Borough Representative.

Refer to "Stream Bank Revegetation and Protection: A Guide for Alaska," published by the Alaskan Department of Fish and Game and available online or in hard copy, for technique descriptions and visual aides.

671-2.01 MATERIALS. Obtain, mobilize, operate, and maintain all materials and equipment necessary to complete the technique, including but not limited to machinery, materials, sediment & erosion control, pumping facilities. Materials not obtained on site shall be approved by the Borough Representative prior to delivery to the site.

Clearing and Grubbing (salvage vegetative mat)	Section 201 & 623
Willow Cuttings/Bundles	Section 621
Excavation and Embankment (waterway bed and bank)	Section 203 & 703
Structure Excavation for Conduits and Minor Structures	Section 204 & 703
Structural Plate Pipe	Section 602 & 707
Riprap	Section 611
Substrate Material	Section 611
Seeding	Section 618 & 724
Top Soil	Section 620 & 726
Block Sodding (vegetative mat)	Section 623
Erosion, Sediment, and Pollution Control	Section 641
Selected Material	Section 703

CONSTRUCTION REQUIREMENTS

671- 3.01 EQUIPMENT. Maintain equipment utilized in and around streams in a clean and orderly fashion. Immediately repair any fluid or fuel leaks. To the greatest extent possible, remove all contaminated material from the site and dispose of in accordance with all State and Federal laws. An oil spill containment kit is required on each job site when working in and around the stream. At a minimum, the kit shall include tarps and oil-absorbent pads.

Base equipment selection on the minimum size necessary to perform the work and minimize the impacts to the adjacent banks and streambed. Submit a list of equipment anticipated to be used for the job to the Borough Representative prior to commencing construction activities.

Do not drive metal track or rubber tired equipment directly on metal structure surfaces. Place a layer of stream simulation material on the structure bottom before operating metal track or rubber tired equipment directly on metal structure surfaces.

671-3.02 EXCAVATION. Excavate according to Section 203, Excavation and Embankment, and Section 204, Structure Excavation for Conduits and Minor Structures. Control excavated material to minimize disturbance to the adjacent channel and banks. Incorporate salvaged streambed materials into the project if required gradations are in accordance with the Plans and Specifications or directed by the Borough Representative.

Specific culvert installation time restrictions and installation plan requirements are indicated in the Contract Documents (refer to Scope of Work).

671-3.03 STREAMBANK RECONSTRUCTION. Construct banks as specified in the Plans, including the use of substrate material, riprap, willow stakes/bundles, and vegetative mat. The salvage, transport, stockpiling and placement of native soil and topsoil, vegetative mats, and in-stream structures shall be completed in agreement with these specifications and as shown on the Plans. All disturbances resulting from construction of the new channel shall be contained by appropriate erosion and sediment control devices.

Construct banks before placing the substrate material in the reconstructed channel. Construct bank faces to be uneven, protrude into the channel, and be rough in appearance. Construct the top of the bank to be fairly uniform. Tie in to the existing stream bank, the ends of the constructed banks similar to those found in the field and as shown on the Plans to create a smooth transition from the constructed bank to the existing bank.

Construct Banks:

Place the bank reconstruction materials as shown on the Plans, and noted in the Specifications. Place the bank fill material combined with the vegetative mat and Willow cuttings such that the top of the bank, the vegetated mat, is fairly flat and at the same elevation as the existing bank.

1. Install Erosion Control measures before beginning work.
2. Salvage/harvest and store Willow cuttings.
3. Salvage/harvest and stockpile vegetative mat.
4. Excavate the stream bank.
5. Place stream bank fill.
6. Place topsoil to a depth of 4-inches.
7. Place vegetative mat on the topsoil. Plant vegetative mats between May 15 and August 1.
 - a. Wet the bank. Soak vegetative mats to saturation prior to placing.
 - b. If the vegetative mat has lost topsoil, such that the in-place thickness of the mat will not be 6-inches thick, place additional topsoil over the Willows, filling voids, and increasing the mat thickness to 6-inches plus the initial 4-inches of topsoil.
 - c. Stake all areas to be planted with vegetative mats as shown on the Plans prior to installation. Notify the Borough Representative of the delineated areas three working days prior to installation. Install only after receiving the Engineers approval.
 - d. Place vegetative mats tightly together, without gaps, with full contact of the root mass to the soil surface below, tamp into place and anchor with wooden stakes 18-inches long and spaced 1 per square yard.
8. Place Transplants. Plant live willow stakes before July 1st.
 - a. Create a hole in the vegetative mat, for the transplant rootball using handheld tools.
 - b. Plant transplants as vertical as possible such that the entire rootball is below the vegetative mat.

- c. Tightly pack the soil around the transplant so the transplants stand vertical and no air pockets remain.

Lounsbury

690-3.04 STREAM BANK PERIOD OF ESTABLISHMENT. The establishment period shall extend for one complete growing season after the required planting is completed. A growing season is from May 1, to September 30.

The Borough Representative may, but is not required to, determine the Project is complete except for the period of establishment, and issue a letter of final acceptance. After final acceptance, work or materials due under this subsection during any remaining period of establishment are considered warranty obligations that continue to be due following final acceptance according to Subsection 105-1.16.

690-3.05 PLANT REPLACEMENTS. The Borough's and Contractor's representative, in the spring of the year following the planting year and before June 30, will inventory Willow cuttings, transplants, and vegetative mat planted on the project to determine the number/area of dead plants/organic materials.

1. Willow Cuttings. At least 4 cuttings per foot, on average over a 4-foot section, for each individual layer, shall be healthy and in a flourishing condition. For areas not meeting this requirement, replant the areas using live staking techniques; space the replacement live stakes at 6-inches along the layer or as directed by the Borough Representative. Do not remove the dead cuttings.
2. Vegetative Mat. If the planted vegetative mat survival (mat being vigorous and healthy) area is greater than 75% of the original planting area, no replacement mat is required.

If the mat survival area is less than 75%, replace the vegetative mat to increase the area to 75% of the originally planted area.

Coordinate the replacement of the vegetative mat with the planting of transplants to minimize damage to healthy organic materials. The Borough Representative will select which of the dead or unhealthy Willow cuttings, transplants, and vegetative mat area to replace.

Perform replacement planting between July 1 and July 15 according to the original planting procedures and as described in this subsection.

If after the maintenance period a survival rate, as described above, of planted organic material has not been attained, replant the materials to attain the levels of survival as described above, for each live organic material planted.

Contractor is responsible for replacing plants vandalized, stolen, or damaged during the maintenance period. Replace plants as soon as weather conditions permit. Provide replacement plant quality equal to, or better than, initially specified.

690-3.06 MAINTENANCE. Install and maintain plastic safety fence meeting the requirements in Section 643, in the locations shown in the Revegetation Details on the Plans. Install plastic safety fence per the manufacturer's recommendations upon completion of waterway bank protection and revegetation. Remove plastic safety fence at the end of the maintenance period for the Willow cuttings, live Willow stakes, and vegetative mat.

Deep water vegetative mat, Willow cuttings, and transplants immediately after planting. Deep watering shall provide water penetration throughout the entire layer, to the top of the waterway bank fill, with minimum runoff. Rain will not be considered a substitute for deep watering unless permitted by the Borough Representative.

Deep water the vegetative mat, Willow cuttings and transplants as follows:

1. Deep water at least twice a week during the first 45 days after planting.

2. 45 days after planting, deep water during the remainder of the first growing season ending September 30 of the same year as the planting, through the maintenance period ending September 30 of the second growing season, as follows:
 - a. Once a week in May, June and July.
 - b. Once between August 10 and August 20.
 - c. Once during the last week in September.
3. The Borough Representative may direct the Contractor to deep water past September 30 or provide supplemental waterings any time during the life of the project when weather conditions are excessively warm or dry.

Daily water vegetative mat, Willow cuttings, and transplants, or as directed by the Borough Representative. Keep the mats moist until final acceptance of the project or as accepted by the Borough Representative.

The maintenance period extends from the time of planting to September 30 of the next growing season.

671-3.07 IN-STREAM STRUCTURES. Construct random rock clusters and footer rocks out of Class I riprap as shown in the plans. Provide footer rock that is angular and has at least as many fractured faces as those found in the natural stream bed. Machine or hand place footer rocks and rock ribs and key in place with select pieces of the required size class. Construct rock clusters by placing the footer rocks before the top rocks are installed. Fill all voids with substrate material as construction progresses to minimize permeability.

671-3.08 PLACED SUBSTRATE. Place substrate material in one or more layers with a layer depth less than 1 ½ times the maximum dimension of the stream simulation rock, but no greater than 3 feet. Place substrate material by methods that do not cause segregation or damage to the prepared surface. Place or rearrange individual rocks to obtain a uniformly dense, compact, low permeability mass, matching natural stream bed details. Fill voids by machine or hand tamping before placing the next lift. Compact bed materials by mechanical means such as plate compactors, loaders, etc. Construct low flow channel through the center as shown in the Plans. Leave surface of streambed as rough as observed in the adjacent, natural channel.

Fill all voids left during placement of in-stream features, banks and substrate adjacent to footings or corrugated pipes with selected material. Use water pressure, metal tamping rods, and similar hand operated equipment to force material into all surfaces and subsurface voids between the structure and rocks, and between individual rocks.

671-4.01 METHOD OF MEASUREMENT. Section 109.

671-4.01 BASIS OF PAYMENT.

The contract price includes installation and maintenance of the stream channel and stream banks.

Item 671(4) Stream Substrate. Payment is for established stream channel, complete and in place. All equipment, labor, and materials required to mix and stockpile stream substrate is subsidiary.

Work under other pay items. Work and materials paid for directly or indirectly under other pay items will not be measured and paid for under Section 671. This work includes but is not limited to:

1. Excavation, Backfill, and disposal of unsuitable materials
2. Riprap
3. Vegetative Mat salvaging and maintenance
4. Harvesting, storing, and transporting willow cuttings/bundles
5. Topsoil
6. Seeding
7. Erosion Control
8. Diversion Channels
9. Dewatering

Mixing of salvaged natural streambed material with substrate material as directed by the Borough Representative is subsidiary.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
671(4)	Stream Substrate	Cubic Yard

Special Provision

Add the following Section:

SECTION 672

STREAM DIVERSION & DEWATERING

672-1.01 DESCRIPTION. The Work under this Section consists of performing all operations pertaining to the dewatering of Work areas or diversion of surface and subsurface water flows for excavation and backfill during construction operations.

672-1.02 GENERAL. A recommended Stream Diversion Plan has been provided in Plans. The provided Stream Diversion Plan is intended to convey general concepts and locations, and are approximate. You may modify the locations of temporary diversion structures, coffer dams, temporary culverts, diversion channels, detour roads, and related items as needed to fit field conditions with approval from the Borough Representative. Review the plan and submit a dewatering and stream diversion plan to the Borough Representative a minimum of one week before the start of construction activities. Proposed modifications must be shown in a drawing or drawings and indicate changes to the recommended plan. Do not implement a modified plan without approval by the Borough Representative. Divert and dewater according to permit requirements.

Notify the Alaska Department of Fish and Game (ADFG) and the Borough Representative a minimum of 48 hours before diverting stream flows into the diversion channel/culvert or as required by Permits. Notify ADFG and the Borough Representative a minimum of 24 hours before introducing stream flows into the completed culvert and channel.

672-2.01 MATERIALS. Obtain, mobilize, operate, and maintain all materials and equipment necessary to complete dewatering operations, including but not limited to machinery, culverts, bulk bags, sandbags, hoses, pumping facilities, piping.

At a minimum, provide two trash pumps with intake and outlet hoses at the site during construction activities. Trash pumps, hoses, and connections shall be free from defects and maintained in good working order.

672-3.01 CONSTRUCTION. Comply with construction design, installation, and operation of dewatering systems with current safety and environmental regulations. Work must be performed in dry conditions. Minimize disturbance of undisturbed ground. The Borough Representative must approve placement of pads for dewatering equipment.

672-3.02 DEWATERING. Acceptance of Contractor's Stream Diversion Plan by the Borough Representative does not relieve Contractor of responsibility for the exercise of reasonable precaution, prudent construction practices, overloading or misuse of existing or new structures, the adequacy and safety of such works, and potential damage or undermining of existing or completed works.

Relocate fish contained within the coffer/diversion dams before the site is completely dewatered. Place relocated fish in the closest pool upstream of the construction area. If trash pumps are used for stream diversion, the intake must be operated and maintained to prevent fish entrapment, entrainment, or injury with the use of perforated or slotted plate and woven wire with a mesh size not greater than 3/32 inch or a profile bar and wedgewire with openings not greater than 1/16 inch. Approach velocities shall not exceed a passive velocity of 0.2 feet per second (fps) or an active velocity 0.4 fps.

Water resulting from Contractor's dewatering effort may not be pumped or otherwise diverted into creeks unless required permits, including, but not limited to, ADNR, ADEC and the U.S. Environmental Protection Agency, are obtained. Under no circumstances will the Contractor be allowed to divert water from the excavation onto roadways. Contractor is to provide a disposal site for excess water and will be responsible for approval and maintaining dewatering in accordance with all necessary permits.

Maintain the dewatering pumping operations to ensure return flow does not exceed State of Alaska water quality standards. Water pumped from the construction site may require additional filtration by filter fabrics or other methods to prevent turbid water from directly entering the stream. Turbid water pumped from the work site for the purpose of lowering the water table in the trench during culvert installation and stream channel reconstruction shall be discharged at least 100 feet from stream flows, except when performing rewatering procedures described in the next subsection.

672-3.03 REWATERING. Conduct rewatering activities to minimize sediment movement downstream of the site upon completion of in-stream work. Prior to re-diverting full stream flows to reconstructed channel (including culvert), wet the channel to wash fines into stream bed. Slowly wet the channel through use of pumps or by diverting a small portion of stream flows into the reconstructed channel. Provide means for collecting sediment and turbid water at downstream end of reconstructed channel. Capture and pump turbid water from downstream end of channel back to upstream end of channel until fines are washed into stream bed and water runs clear as determined by the Borough Representative. After the initial sediment pulse is removed, slowly breach the coffer/diversion dams to avoid a large pulse of water being sent through the newly constructed channel.

672-4.01 METHOD OF MEASUREMENT. Section 109.

Temporary culverts, pumps, hoses, stilling basins, sandbags, diversion structures, plastic liners, temporary rock and riprap, and other materials will not be measured for payment.

672-5.01 BASIS OF PAYMENT. At the contract lump sum price for administration of all work.

All materials, equipment and labor necessary to complete the scope of work as specified under this section and not paid for under other items on the bid schedule, including temporary culverts, pumps, hoses, stilling basins, sandbags, bulk bags (e.g., Super Sacks), plastic liners, temporary rock and riprap, are subsidiary to Item 672(1), Stream Diversion & Dewatering.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
672(1)	Stream Diversion & Dewatering	Lump Sum

SECTION 703

AGGREGATES

Special Provisions

703-2.03 AGGREGATE FOR BASE.

Replace the first sentence in the first paragraph with the following:

Screened stone or screened gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality.

MSB

Delete Table 703-2 and substitute the following:

TABLE 703-2
AGGREGATE FOR UNTREATED BASE
(Percent Passing By Weight)

Sieve Designation	Grading C-1	Grading D-1	Grading E-1
1 ½ inch	100	-	100
1 inch	70-100	100	
¾ inch	60-90	70-100	70-100
⅜ inch	45-75	50-79	50-85
No. 4	30-60	35-58	35-75
No. 8	22-52	20-47	20-60
No. 30	10-33	10-26	
No. 50	6-23	6-19	15-30
No. 200	0-6	0-6	7-13

MSB

703-2.13 BORROW, TYPE IIA. Material shall contain no lumps, frozen material, organic matter, or other deleterious matter, and shall be durable and sound. Meet the following gradation:

TYPE II-A

U.S. Std. Sieve	Cumulative % Passing by Weight
3"	100
¾"	50-100
#4	25-60
#10	15-50
#40	4-30
#200	2-6

In addition to the grading limits listed above, the fraction of material passing the #200 sieve shall not be greater than twenty percent (20%) of that fraction passing the #4 sieve.

MSB

SECTION 724

SEED

Special Provision

724-2.02 MATERIALS.

Delete Table 724-1 and replace with the following:

**TABLE 724-1
SEED REQUIREMENTS**

Species	Sproutable Seed, %, Min.
Arctared Red Fescue	78
Egan American Sloughgrass	67
Norcoast Bering Hairgrass	71
Nortran Tufted Hairgrass	71
Wainwright Slender Wheatgrass	88
Alyeska Polargrass	71
Bluejoint	71
Tilesy Sagebrush	71
Tundra Glaucous Bluegrass	76
Gruening Alpine Bluegrass	72
Nugget Kentucky Bluegrass	76
Beach Wildrye	70
Annual Ryegrass	76
Perennial Ryegrass	76

*Sproutable Seed is the mathematical product of Germination and Purity.

SECTION 726

TOPSOIL

Special Provisions

Delete Subsection 726-2.01, except for Table 726-1 and replace with the following:

726-2.01 TOPSOIL. Furnish topsoil that is representative of the existing, natural organic blanket of the project area. Perform a quality test, as defined by ATM 203, on the soil to determine the organic content of the soil. Supply the results to the Borough Representative.

Soil with an organic content of 5 percent or more may be reused and spread on the finished slopes where topsoil is noted on the plans. Remove roots, stumps, unnatural material, and rocks greater than 3 inch in diameter from the organic material before it is graded onto the finished slope.

Soil with an organic content of less than 5 percent cannot be used as topsoil for the project. In this case furnish topsoil consisting of a natural friable surface soil without admixtures of undesirable subsoil, refuse or foreign materials having an organic content of 5 percent or more, as determined by ATM 203. The material shall be reasonably free from roots, clods, hard clay, rocks greater than 3 inches in diameter, noxious weeds, tall grass, brush, sticks, stubble or other litter, and shall be free draining and nontoxic. Notify the Borough Representative of the topsoil source location at least 30 calendar days before delivery of topsoil to the project from the identified location. The Borough Representative will inspect the topsoil and its sources before approval will be granted for its use.

SECTION 800

INTERIM WORK AUTHORIZATION

Special Provisions

800-1.01 DESCRIPTION. Directive needed to continue work flow on extra work within the original scope of work negotiated between the Borough Representative's representative and the contractor, additions to quantities listed in the current bid schedule with the contract agreed unit prices, and value engineering brought forth to the Borough Representative that is in the benefit of the borough.

800-2.01 MATERIALS. Directives are agreements from the field inspector to the contractor that identify changes and additions of work necessary to complete the job.

800-3.01 GENERAL. This item is to help facilitate payment of changes before the change orders are complete through the borough system.

800-4.01 METHOD OF MEASUREMENT. Section 109 and the following:

1. Contingent Sum. Authorized additions of existing unit prices items, agreed lump sum amounts, and possible addition of items not on the current bid schedule with agreed fair unit prices.

639-5.01 BASIS OF PAYMENT. Item 800(1) Interim work authorization.

Payment will be made under:

<u>Pay Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
800(1)	Interim Work Authorization	Contingent Sum

BID #20-090B

SECTION IV

BID FORM

**BID FORM
 BID #20-090B
 RIDGECREST ROAD IMPROVEMENTS**

Having carefully examined the Project Plans and Specifications and all Bidding and Contract Documents as listed in the "Table of Contents" and in compliance with the "Invitation for Bids", the undersigned hereby proposes to furnish all materials, labor, equipment, and supervision necessary to complete the **RIDGECREST ROAD IMPROVEMENTS** project for the Matanuska-Susitna Borough in full accordance with the Bidding Documents.

The bidder shall insert a Unit Price and an Extended Price (where applicable) opposite each Pay Item that appears in the Schedule. Contract award will be made to the responsive and responsible bidder with the lowest Total Bid Amount. All erasures, strike-through, white-out and/or corrections made on this form must be initialed.

Item Number	Work Description	Pay Unit	Estimated Quantities	Unit Price	Extended Price
201(3B)	Clearing	Lump Sum	All Required		\$
202(2)	Removal of pavement	Square Yard	9	\$	\$
202(4)	Removal of culvert pipe	Linear Foot	32	\$	\$
203(3)	Unclassified excavation	Cubic Yard	1,460	\$	\$
203(5B)	Borrow, Type B	Cubic Yard	1,180	\$	\$
203(19)	Borrow, Type II-A	Cubic Yard	300	\$	\$
301(4)	Aggregate surface course, grading E-1	Cubic Yard	125	\$	\$
602(4)	Aluminum box culvert 15'-6" span, 7'-3" rise: .15" thickness	Lump Sum	All Required		\$
603(1-12)	12-inch CSP	Linear Foot	112	\$	\$
618(2A)	Seeding, type A	Pound	13	\$	\$
618(2B)	Seeding, type B	Pound	14	\$	\$
620(1)	Topsoil	Square Yard	1,445	\$	\$
621(5)	Live Willow staking	Square Yard	90	\$	\$
623(5)	Vegetative mat salvage & replanting	Lump Sum	All Required		\$
640(1)	Mobilization & demobilization	Lump Sum	All Required		\$
641(1)	Erosion & pollution control admin.	Lump Sum	All Required		\$

 Signature

 Date

 Company Name

BID FORM CONTINUED ON THE FOLLOWING TWO PAGES

BID FORM (CONTINUED)
BID #20-089B
RIDGECREST ROAD IMPROVEMENTS

Item Number	Work Description	Pay Unit	Estimated Quantities	Unit Price	Extended Price
641(3)	Temporary erosion & pollution control	Lump Sum	All Required		\$
642(1)	Construction surveying	Lump Sum	All Required		\$
642(3B)	Two person survey party	Hour	8	\$	\$
643(2)	Permanent construction signing	Lump Sum	All Required		\$
643(3)	Permanent construction signs	Lump Sum	All Required		\$
671(4)	Stream substrate	Cubic Yard	200	\$	\$
672(1)	Stream diversion & dewatering	Lump Sum	All Required		\$
800(1)	Interim work authorization	Contingent Sum	All Required		\$10,000.00
TOTAL BID AMOUNT					\$

Signature

Date

Company Name

BID FORM CONTINUED ON THE FOLLOWING PAGE

BID FORM (CONTINUED)
BID #20-090B
RIDGECREST ROAD IMPROVEMENTS

By signing below, the Bidder is hereby certifying to the following:

1. The Bidder has carefully examined the bid document(s) and agrees to perform all specified services for the sum(s) provided above.
2. The individual signing below, or the firm, association or corporation of which they are a member, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this solicitation.
3. The individual signing below is authorized by the firm association or corporation to bind such association or corporation to a legal contract.
4. The individual signing below, or the firm association or corporation of which they are a member, is not debarred or suspended from doing business with the Matanuska-Susitna Borough.
5. The individual signing below, or the firm, association or corporation of which they are a member, does not violate the conflict of interest provisions contained in 2 CFR 200.318.
6. They are acknowledging receipt of the following Addenda Numbers (if no addenda have been issued, either leave blank or write "N/A"):

Addenda numbers being acknowledged:

Company Name	Date
Mailing Address	Signature
City, State and Zip Code	Printed (or typed) Name
Contact Person (printed or typed)	Title (printed or typed)
Phone Number	Email Address (Contact Person)
Facsimile Number	State and Specialty License Numbers

<p>It shall be the responsibility of the Bidder to see that their bid is received before the date and time fixed for opening.</p>	<p>To be considered responsive, Bidders should include the following with their bid:</p> <ul style="list-style-type: none"> ✓ Signed Bid Form (acknowledging Addenda if applicable) ✓ Bid Guarantee (if required) ✓ Attachment 5, completed and signed Lobbying Cert ✓ Attachment 6, completed and signed Debarment Cert ✓ Other Items required in Instructions to Bidders & Specifications/Scope of Work
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BID #20-090B

SECTION V

SAMPLE AGREEMENT

CONSTRUCTION AGREEMENT
BETWEEN OWNER AND CONTRACTOR
Bid #20-090B
RIDGECREST ROAD IMPROVEMENTS

THIS AGREEMENT is made this _____ day of _____, 20____ by and between:

MATANUSKA-SUSITNA BOROUGH

(hereinafter the "BOROUGH") and

SELECTED CONTRACTOR

(hereinafter the "CONTRACTOR")

The parties agree as follows:

SECTION 1. WORK. The Contractor will do all work described in the Agreement documents listed in Section 11. The work is more specifically identified as:

Install a new fish passage culvert at an existing culvert crossing on Ridgecrest Road at Blodgett Lake. Also reconstruct Ridgecrest Road a distance of 375 feet. Grading, drainage, and other miscellaneous items of work will be done as necessary.

SECTION 2. AGREEMENT TERM. This Agreement shall begin upon execution of this Agreement by both parties and shall expire upon completion of all duties by the Contractor to the satisfaction of the Contracting Officer.

SECTION 3. AGREEMENT TIME. The work shall begin no later than ten days after a Notice to Proceed is issued by the Contracting Officer. Substantial Completion, to include all in-water work below OHW, is set at July 15, 2020, with Final Completion of July 31, 2020.

SECTION 4. AGREEMENT PRICE. The Borough shall pay the Contractor a total sum of **ENTER TOTAL DOLLAR AMOUNT IN WORDS (WRITE DOLLAR AMOUNT IN FIGURES IN PARENS)** for the work specified in the Agreement documents.

SECTION 5. METHOD OF PAYMENT. A single sum on short-term Agreements (30 days or less) and monthly payments on long-term Agreements (31 days or longer) shall be paid to the Contractor within thirty (30) working days after the Contracting Officer receives and approves a written Request for Payment from the Contractor. A copy of all certified payrolls submitted to the state of Alaska must precede or accompany any payment requests. Final payment will not be made until the Contractor has completed and submitted to the contracting officer a Contractor's Release and Affidavit of Payment of Debts and Claims, and submitted the Department of Labor Notice of Completion with final payment request. **Consent of Surety to Final Payment must also be submitted if applicable.**

SECTION 6. RELATIONSHIP OF THE PARTIES. The Contractor shall perform all obligations under this Agreement as an independent Contractor of the Borough. The Borough will administer this Agreement and monitor the Contractor's performance within the Agreement but shall not supervise or otherwise direct the Contractor except as provided in this Agreement.

SECTION 7. ASSIGNMENTS AND SUBCONTRACTORS. The Contractor may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Contracting Officer. Any attempt by the Contractor to assign any interest or delegate duties under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability for work performed subsequent to termination.

SECTION 8. WARRANTY. The Contractor expressly warrants that all materials used will be of the best quality locally available and that all workmanship will meet the highest standards of the trade. The Contractor guarantees to answer personally for all materials and workmanship supplied to the Borough and shall undertake to correct workmanship or defect in materials found by the Contracting Officer, or his delegate.

SECTION 9. DEFENSE AND INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 10. TERMINATION. This Agreement may be terminated by the Borough:

- A. if the Contractor fails to perform any obligation under this Agreement; or
- B. for any reason upon ten days written notice to the Contractor; or
- C. under Section 7 of this Agreement.

Upon termination of this Agreement, the Borough shall pay the Contractor for all work completed to the satisfaction of the Contracting Officer as of the date termination is effective.

SECTION 11. AGREEMENT DOCUMENTS AND INTEGRATION.

A. This Agreement and those documents and appendices incorporated by reference by "B" of this section shall constitute the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those stated in this Agreement and its appendices, and this Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

B. The following documents are incorporated in full text or by reference into this Agreement:

FULL TEXT	REFERENCE
Exhibit A - Bid Form	Matanuska-Susitna Borough License
Exhibit B - Scope of Work/Specifications	State of Alaska Business License
Exhibit C - Addendum(a) Issued	Contractor's License
Exhibit D - Certificate of Insurance	State of AK DOT Standard Specifications for Highway Construction – 2015 edition
Exhibit E - Payment & Performance Bonds	Bid #20-090B - Solicitation documents and attachments
Exhibit F - State of Alaska Department of Labor Forms and Publications	

SECTION 12. MODIFICATIONS. The Borough may require modifications in the Scope of Work performed or other terms of this Agreement. It is expressly understood that no changes will be authorized without the written and signed consent of the Contractor and the Borough Purchasing Officer or Borough Manager. All such changes shall be in the form of a Change Order and shall be incorporated into this Agreement.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam war era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam war era. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement. The Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in this section for applicants for employment and employees as the Borough may require.

B. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Borough may require.

SECTION 14. INTEREST OF MEMBERS OF BOROUGH AND OTHERS. No officer, member, or employee of the Borough, and no member of its governing body, and no other public official of the governing body, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 15. CONFLICT OF INTEREST. The Contractor, all employees of the Contractor, contractors and other personnel employed by the Contractor providing the services under this Agreement shall in no way stand to gain financially from the terms of this Agreement except for wages, salaries or bonuses paid by the Contractor and shall abide by federal, state, and local laws and regulations associated with conflict of interest and financial disclosure. The Contractor covenants, that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

SECTION 16. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the Borough or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of the Contractor's records with respect to all matters covered by this Agreement and the Contractor will permit representatives of the Borough or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records, personnel information, conditions of employment, and other data relating to all matters covered by this Agreement.

SECTION 17. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

SECTION 18. NON-WAIVER. The failure of the Borough at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

SECTION 19. PERMITS, LAWS AND TAXES. The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all taxes pertaining to its performance under this Agreement.

SECTION 20. SEVERABILITY. If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 21. RULE OF INTERPRETATION. This Agreement shall not be interpreted for or against either party, but shall be interpreted according to its fair and reasonable intent.

SECTION 22. NOTICES. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

Borough: 350 East Dahlia Avenue, Palmer, Alaska 99645

Contractor: (Insert Contractor's address here)

SECTION 23. INSURANCE.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Contractor confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Contractor shall procure and maintain the following insurances:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 10/01) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 10/99) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability
\$1,000,000
combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury.
\$2,000,000
Products/Completed Operations
\$2,000,000
General Aggregate Limit. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Contractor shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:

\$1,000,000

combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$1,000,000 Per Occurrence

Bodily Injury - \$1,000,000 Per Employee

Bodily Injury by Disease - \$1,000,000 Policy Limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Contractor to combine an excess liability or umbrella policy with the general liability, auto liability or employers liability. In the instance where the Contractor purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Contractor may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability

- a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Borough, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor insurance and shall not contribute to it.
- c. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the Borough.

4. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Contractor to the attention of the Borough's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a minimum A.M. Best rating of A-VII.

F. Verification of Coverage

Contractor shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which may result in immediate termination of the agreement, pursuant to the appropriate Section within the contract.

SECTION 24. AGREEMENT ADMINISTRATION.

A. The Borough Manager, or their designee, will be the representative of the Borough administering this Agreement.

B. The services to be furnished by the Contractor shall be administered, supervised, and directed by:

PRINTED NAME

TITLE

In the event that the individual named above or any of the individuals identified in the Bid to perform work under the Agreement is unable to serve for any reason, the Contractor shall appoint a successor in interest subject to a written approval of the Matanuska-Susitna Borough.

SECTION 25. UNDERSTANDING.

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor's choice, and is executing this Agreement of the Contractor's own free will.

SECTION 26. CONTRACTORS' VIOLATIONS OF TAX OBLIGATIONS.

A. Any Contractor in arrears on a Borough obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the Borough of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the Borough that is not remedied within 10 calendar days of notification by regular mail.

C. The Borough reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent Borough taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the Borough and the same.

SECTION 27. ENVIRONMENTAL SPILLS. Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC by the Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18AAC75. All inquiries may be directed to the Wasilla ADEC office at 376-5038.

SECTION 28. THIRD PARTY FINANCING AGREEMENTS AND/OR ASSIGNMENTS OF PAYMENT NOT ALLOWED. Because of additional administrative and accounting time required of borough departments/divisions when third party financing agreement and/or assignments of payment are permitted, they will not be allowed under any agreement resulting from this Invitation to Bid.

SECTION 29. FLOW DOWN PROVISIONS. This Contract may include flow down provisions. This Contract may be issued in connection with another government agency and may include flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and any flow down terms and conditions, the flow down terms and conditions shall govern. The Consultant agrees to comply with any and all flow down or contract provisions required by the Borough or another government agency that are included in the Contract. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

SECTION 30. CONTRACTS ENFORCEABLE AGAINST THE BOROUGH (MSB CODE 3.08.120). A contract for supplies, services, professional services or construction, or any amendment to the contract, may not be enforced against the borough unless its terms have been approved in accordance with this chapter, and unless the contract or amendment to the contract has been set forth in writing, executed in accordance with this chapter.

SECTION 31. PUBLICATION, REPRODUCTION AND USE OF MATERIALS. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The Borough shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

SECTION 32. AUTHORITY OF THE PURCHASING OFFICER (MSB Code 3.08.150)

All borough contracts for supplies, services, professional services and construction, and any amendments to the contracts shall be signed by the Manager or the Purchasing Officer.

MSB Code 3.08.170 CONTRACT AMENDMENTS; ASSEMBLY APPROVAL states

- (A) Contract amendment shall not be used to avoid procurement by the competitive procedures establish under this title.
- (B) Except for emergency procurement authorized under MSB 3.08.200, contracts for supplies, services, profession services and construction may be amended by the Manager or the Purchasing Officer with the approval of the assembly, as set forth in MSB 3.08.161, only for the following reasons:
 - (1) to change the quantity order or date of delivery under contract for supplies, where necessary to meet unforeseen borough requirements;
 - (2) to change the quantity of services or professional services to be rendered, or to change the scope of a project under a contract for services or professional services where necessary to meet unforeseen changes in borough requirements;
 - (3) to change the scope of a project or the scope of services or professional services under a construction contract to meet unforeseen borough requirements, or to change the specification under a construction contract because unforeseen conditions render the original specification impracticable;
 - (4) to change the time for completing a project under a contract for services, professional services or construction;
 - (5) to correct an error in contract specifications made by the borough in good faith or to resolve a good faith dispute between the borough and a contractor as to a party's rights and obligations under the contract; and
 - (6) to change administrative provisions of a contract without materially altering the contract terms governing the quantity or quality of supplies, services, professional services or construction furnished the borough.

For these purposes, the Purchasing Officer is defined as **Rustin Krafft** during absences of the Purchasing Officer, the Assistant Purchasing Officer has been delegated the authority to act as the Purchasing Officer.

AUTHORITY OF THE BOROUGH PROJECT MANAGER

The Borough Project Manager has the authority to monitor and administer the Agreement, but cannot make changes to the amount of the contract nor change the completion date of the contract

I hereby acknowledge that I have read and understand the authority granted to the parties by the Matanuska-Susitna Borough.

SIGNATURE

TITLE

SECTION 33. FUND VERIFICATION. Fund source and verification of funds for this project:

Funding Source: **Purchase Order 2020-2542**

MATANUSKA-SUSITNA BOROUGH

SELECTED CONTRACTOR

RUSTIN M. KRAFFT
PURCHASING OFFICER

Signature

Print Name

Title



STATE OF ALASKA
Third Judicial District

On _____, 20____, _____ personally appeared before me,

1. _____ who is personally known to me
2. _____ whose identity I proved on the basis of _____
3. _____ whose identity I proved on the oath/affirmation of _____, a credible witness

to be the signer of the **Bid #20-090B, RIDGECREST ROAD IMPROVEMENTS** and he/she acknowledged that he/she signed it.

NOTARY PUBLIC
My commission expires: _____

STATE OF ALASKA
Third Judicial District

On _____, 20____, RUSTIN M. KRAFFT, Purchasing Officer, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the Matanuska-Susitna Borough.

NOTARY PUBLIC
My commission expires: _____

BID #20-090B

SECTION VI

SAMPLE FORMS



ADFA-01

OP ID: TWI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE:	FAX (A/C. No.):
	EMAIL No. Ext:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Company Name	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X			03/15/2019	03/15/2020	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X			11/04/2019	11/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C							

Future Expiration Date

Future Expiration Date

Future Expiration Date

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Borough, its Administrator, officers, officials, employees, and volunteers are to be covered as additional insured.

This box should also include the sentence above, and the Bid/Contract Number (#20-###B). Limits for each Type of Insurance must meet the requirements listed in the Bid Documents.

CERTIFICATE HOLDER CANCELLATION

Matanuska Susitna Borough
350 East Dahlia Avenue
Palmer, AK 99645

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

MATANUSKA-SUSITNA BOROUGH BID NO: 20-090B

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska as OWNER in the penal sum of _____ for the payment of which, will and truly to be made, will hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to Matanuska-Susitna Borough a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for BID #**20-090B**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto properly completed in accordance with said BID, and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith,

then this obligation shall be void, otherwise the same shall remain in force and effect: it be expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Matanuska-Susitna Borough.

_____ (L.) _____
 Principal Surety

By: _____ By: _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

RIDGECREST ROAD IMPROVEMENTS

BID #20-090B

PROPOSED SUBCONTRACTORS AND SUPPLIERS

NOTE: If your company is the apparent low bidder, this list is to be delivered to the borough within 24 hours of request from the Purchasing Division. Put an 'X' or '√' in the right columns indicating if the company is a sub-contractor or a supplier.

Sub-contractor addresses must include the Zip Code, used for DOL Filings.

#	ITEM	CONTRACTOR NAME	CONTRACTOR ADDRESS	SUB	SUP
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

SIGNATURE

COMPANY NAME

DATE

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under the Bid #20-090B.

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to fixed by the court. This bond shall insure to the benefit of any persons, companies or corporation entitled to file claims under applicable State law.

Provided, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

Signed, this _____ day of _____, 20_____.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

by: _____
(Signature)

(Agent)

(Surety)

by: _____
(Signature)

by: _____
(Signature)

Address: _____

Address: _____

Telephone No. _____

Telephone No. _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____, as Surety, are held and firmly bound unto Matanuska-Susitna Borough, Palmer, Alaska, hereinafter called OWNER in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said OWNER to perform all work required under Bid **#20-090B** of the Owner's specifications, entitled **RIDGECREST ROAD IMPROVEMENTS**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

THE Surety hereby waives notice of any alteration or extension of time made by the Owner.

WHENEVER Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount previously paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed, this _____ day of _____, 20_____.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Contractor)

by: _____
(Signature)

(Agent)

(Surety)

by: _____
(Signature)

(Signature)

Address: _____

Address: _____

Telephone No.: _____

Telephone: _____

IMPORTANT: Surety Companies executing bonds must be authorized to transact business in the state of Alaska where this project is located. **INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Bid **#20-090B, RIDGECREST ROAD IMPROVEMENTS**
(name, address)

TO (Owner)

Γ

γ

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

L

λ

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the owner and the Contractor as indicated above,
the

(here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____ 20_____

Surety Company

Attest:
(Seal)

Signature of Authorized Representative

Title

PROJECT NAME: RIDGECREST ROAD IMPROVEMENTS

BID NUMBER: 20-090B

CONTRACTOR'S RELEASE AND AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

The undersigned, being first duly sworn deposes and says:

1. That pursuant to this contract for project **#20-090B, RIDGECREST ROAD IMPROVEMENTS** between the undersigned and the Matanuska-Susitna Borough dated _____ the undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for materials and equipment furnished for all work, labor, and services performed and for all known indebtedness and claims for which the Contractor or the Matanuska-Susitna Borough is or may become liable in connection with performance under this contract. The Contractor warrants that he has made diligent search and inquiry to determine the existence of any such claim, debt or liability and that all such obligations, whether liquidated, unliquidated or disputed, have been satisfied.

2. The Contractor further certifies he did not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or agent of the Borough, that he did not rent or purchase any equipment or materials from any employee of the Borough, nor to the best of his knowledge, from any agent of any employee of the Borough, and that he has not made any promise to an employee or agent of the Borough to do or undertake any such action after completion of the subject contract.

3. Pursuant to the above-described contract and in consideration of the final payment in the amount of \$ _____, the undersigned Contractor hereby remise, release and discharge the Matanuska-Susitna Borough, its officers, agents and employees of and from any and all further claim, debt, charge, demand, liability or other obligation whatsoever under or arising from said contract, whether known or unknown and whether or not ascertainable at the time of the execution of this instrument except specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

_____.

The Contractor, in connection with the claims which are not released as set forth above, certifies that he has or agrees that he will comply with all the provisions of the said contract, including without limitation those provisions relating to notification of the contracting officer and relating to the prosecution of claims.

4. The Contractor shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

IN WITNESS WHEREOF, this release and affidavit has been executed this _____ day of _____, 20_____.

(Contractor's signature)

Title _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

Notary Public
My commission expires: _____

(NOTE: In case of a corporation, the attached Certificate of Authority must be completed by a corporate officer other than the one who signs above.)

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the
_____ (official title) of the corporation named as
Contractor in the foregoing release and affidavit; that _____
who signed said release and affidavit on behalf of the Contractor was then
_____ (official title) of said corporation; that said release and
affidavit was duly signed for and in behalf of said corporation by authority of its governing
body and is within the scope of its corporate powers.

(Signature)

Notary Public for
My commission expires: _____



MATANUSKA-SUSITNA BOROUGH

Planning and Land Use Department Development Services Division

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-7822 • Fax (907) 861-8158

E-mail: permitcenter@matsugov.us

www.matsugov.us

Contractor's Earth Materials Extraction Source Report for MSB Construction and Maintenance Projects

Location of Extraction Source:

MSB Tax ID# _____

Street Address: _____

Facility / Business Name: _____

Phone: _____

Point of Contact for Extraction Source: _____

**Contract or Purchase
Order #**

Contractor Contact Information:

Business Name: _____

Email: _____

Point of Contact: _____

Phone: _____

Mailing _____

Cell: _____

Description: What type(s) of material is being extracted? _____

Total cubic yards to be extraction per year: _____

Total projected cubic yards to be extracted: _____

What is the final year extraction will occur?: _____

Will extraction activities occur within four feet of the seasonal high water table? _____

Contact Statement:

The information submitted in this form is true and accurate to the best of my knowledge.

Contractor Signature

Printed Name

Date

FOR INTERNAL USE ONLY, TO BE COMPLETED BY MSB STAFF.

Contract or Purchase Order #: _____

MSB Development Services Division has found the proposed extraction site:

- Has been granted pre-existing legal nonconforming status (MSB 17.30.025)
- Has been granted an Administrative Permit by the Planning Director (MSB 17.30.030(A)(1))
- Has been granted a Conditional Use Permit by the Planning Commission (MSB 17.30.030(A)(2))
- Has be designated an Interim Materials District (MSB 17.28)

Permit #: _____

Does not require a permit (MSB 17.30.020) for the following reason(s): _____

Requires a permit, but does not have one.

An application for an extraction permit has been submitted for the proposed extraction site with an estimated decision date of _____.

***Please note that there is no guarantee the requested permit will be approved.**

Other: _____

Reviewer Signature

Printed Name & Title

Date

BID #20-090B

SECTION VII

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

Please visit the State of Alaska Department of Labor web site
for the current and applicable published state documents at:

[Http://labor.alaska.gov/lss/pamp600.htm](http://labor.alaska.gov/lss/pamp600.htm)

For Federal wages, General Decision Number: AK20200006 1/03/2020 applies

Visit the U.S. Government website at:

<https://beta.sam.gov/wage-determination/AK20200006/0>

BID #20-090B

SECTION VIII

ATTACHMENTS

Attachment 1: Plans	17 pages
Attachment 2: Cross Sections	2 pages
Attachment 3: Enstar Plans	1 page
Attachment 4: Permits	11 pages
Attachment 5: Lobbying Certification	1 page
Attachment 6: Debarment Certification	2 pages



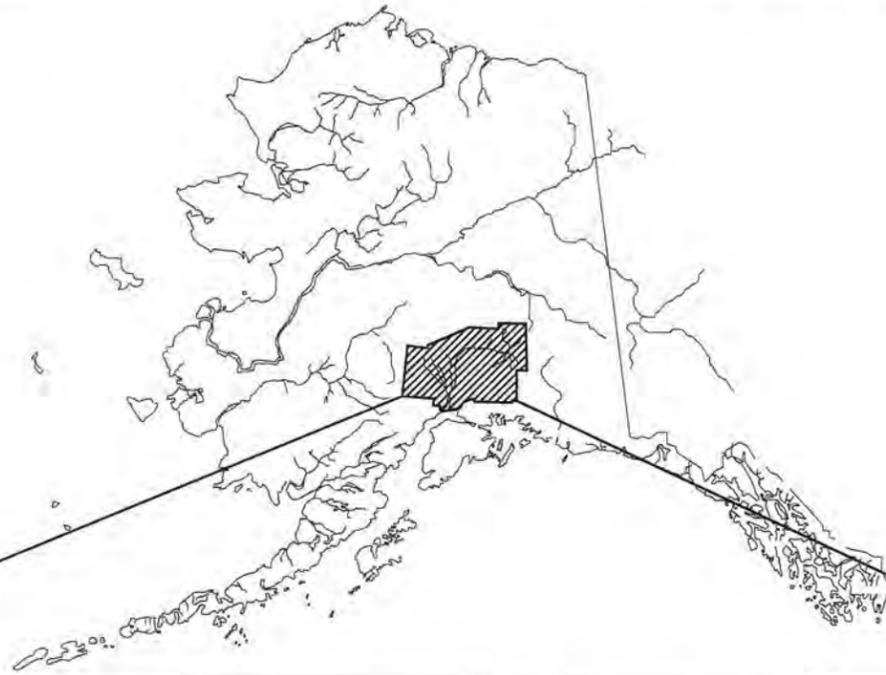
MATANUSKA-SUSITNA BOROUGH

Public Works Department

Operations & Maintenance Division

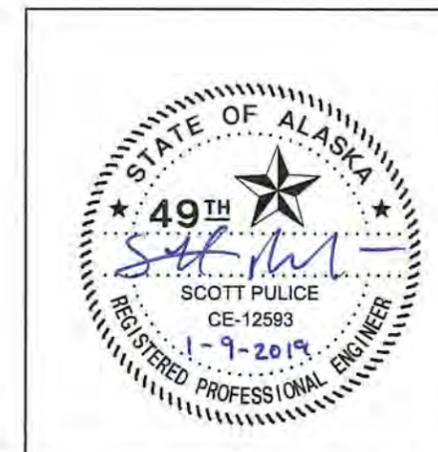
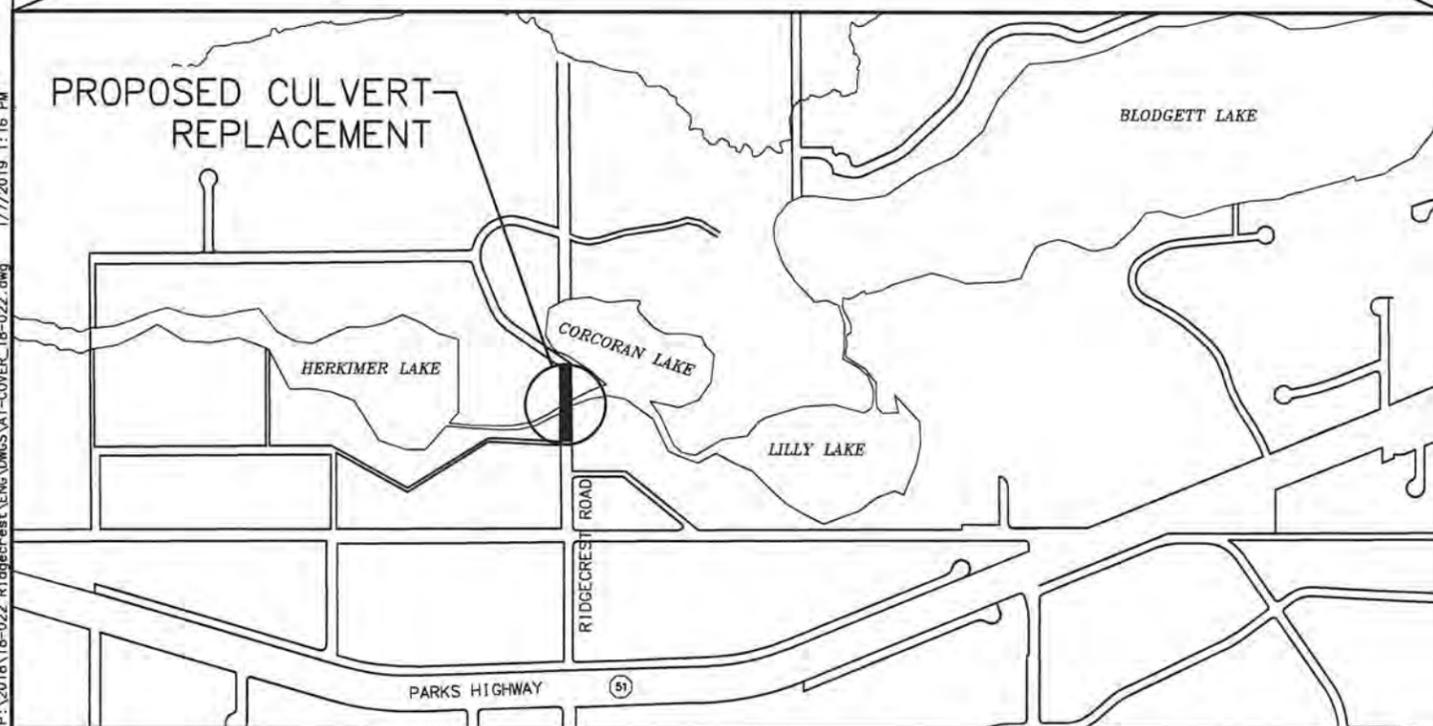
STATE	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	2019	A1	A3

RIDGECREST ROAD AT BLODGETT LAKE DRAINAGE
 FISH PASSAGE
 IMPROVEMENTS
 PROJECT NUMBER:
 18-27-2358



INDEX	
SHEET	TITLE
A1-A3	TITLE SHEET, LEGEND AND ABBREVIATIONS, AND SURVEY CONTROL
B1	TYPICAL SECTION
C1	ESTIMATE OF QUANTITIES
E1	DRIVEWAY DETAILS
F1	PLAN AND PROFILE SHEET
G1	DRIVEWAY PROFILE SHEET
J1	TRAFFIC CONTROL PLAN
K1-K4	FISH PASSAGE SHEETS
Q1-Q4	EROSION & SEDIMENT CONTROL NOTES AND DETAILS

P:\2018\18-022_Ridgecrest\ENGIN\DWG\VA1-COVER_18-022.dwg 1/7/2019 1:16 PM



PLANS DEVELOPED BY:
LOUNSBURY & ASSOCIATES, INC.
 1175 N. LEATHERLEAF LOOP SUITE D
 WASILLA, ALASKA 99654 (907)357-9132
 CERTIFICATE OF AUTHORIZATION NO. AECC391

FILE P:\2018\18-022 RIDGECREST\ENC\DWGS\A2-LEGEND-18-022.DWG
 DATE/TIME 1/7/2019 1:23 PM LAYOUT
 DESIGNED CW CHECKED JC DRAFTED HB

ABBREVIATIONS

AC	ALUMINUM CAP
AM	ALUMINUM MONUMENT
AK	ALASKA
AR	AIR RELEASE VALVE
AVE.	AVENUE
BC	BRASS CAP
BLK	BLOCK
BP	BEGINNING OF PROJECT
C	CENTER / CHORD LENGTH
CB	CHORD BEARING
CIR.	CIRCLE
CMP	CORRUGATED METAL PIPE
CP	CONTROL POINT
CS	CONTINUITY STRAP
DW	DRIVEWAY
E	EASTING
ELEV.	ELEVATION
Fd	FOUND
FED.	FEDERAL
GOVT.	GOVERNMENT
IP	IRON PIPE
L	LENGTH
MAT-SU	MATANUSKA -SUSITNA
MP	MILE POST
MSB	MATANUSKA-SUSITNA BOUROUGH
N	NORTH / NORTHING
NE	NORTHEAST
NO.	NUMBER
NTS	NOT TO SCALE
NW	NORTHWEST
PC	POINT OF CURVE INTERSECT
PI	POINT OF INTERSECTION
POR	PORTION
PRI.	PRIMARY
PT	POINT OF TANGENT INTERSECT
R	RANGE / RADIUS
Rbr	REBAR
ROW	RIGHT-OF-WAY
R/W	RIGHT-OF-WAY
S	SECTION / SOUTH
SE	SOUTHEAST
SEC.	SECONDARY
S.M.	SEWARD MERIDIAN
SUBD.	SUBDIVISION
ST.	STREET
STA	STATION
SW	SOUTHWEST
T	TOWNSHIP
TR	TRACT
U.S.	UNITED STATES
V.C.	VERTICAL CURVE
V.P.I.	VERTICAL POINT OF INTERSECTION
W	WHITE / WEST
Y	YELLOW

RIGHT-OF-WAY

	CITY LIMITS
	SECTION LINE
	1/4 SECTION LINE
	1/16 SECTION LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	MEANDERING PROPERTY LINE
	TCP / TCE LINE
	EXISTING RIGHT-OF-WAY
	EXISTING CENTERLINE
	PROJECT CENTERLINE
	REQUIRED RIGHT-OF-WAY
	PROJECT RIGHT-OF-WAY LINE
	LIMIT OF CUT SLOPE
	LIMIT OF FILL SLOPE
	ROADWAY OBLITERATION

TOPOGRAPHY

	PROPOSED ROADWAY
	PROPOSED DITCH LINING
	PROPOSED CONCRETE CURB
	PROPOSED PATH
	EXISTING CURB
	EXISTING FENCE
	PROPOSED GUARD RAIL
	EXISTING GUARD RAIL
	EDGE OF GRAVEL
	EDGE OF ASPHALT
	EDGE OF TREES
	DIRT TRAIL
	PATH
	REMOVAL OF PAVEMENT
	DITCH
	DITCH TOE
	TOPO TOE
	FLAT BOTTOM DITCH
	MINOR CONTOUR EXISTING
	MAJOR CONTOUR EXISTING
	MINOR CONTOUR PROPOSED
	MAJOR CONTOUR PROPOSED
	CONTROLLED ACCESS LINE
	NOISE BARRIER
	SIDEWALK
	RAILROAD TRACKS

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	A2	A3

TOPOGRAPHY

	DRAINAGE FLOW
	WETLAND
	RIVER
	LAKE
	POND
	EXISTING CULVERT
	PROPOSED CULVERT
	EXISTING CULVERT w/ END SECT.
	PROPOSED CULVERT w/ END SECT.
	TRAFFIC SIGN
	PRIVATE SIGN
	POST/BOLLARDS
	MAIL BOX
	NEWS BOX
	MARSHLAND
	BUILDING
	RIPRAP
	SOIL TEST HOLE
	DECIDUOUS TREE
	BUSH
	CONIFER TREE
	BRUSH
	ROCKS
	POLE ANCHOR /w GUY
	GUY POLE
	UTILITY POLE
	UTILITY POLE WITH LIGHT
	LOW WIRE ELEVATION
	ELECTRIC OUTLET
	ELECTRIC PEDESTAL
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC SWITCH CABINET
	ELECTRIC J-BOX
	ELECTRIC TRANSFORMER
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	OVERHEAD UTILITY

GAS

	GAS MANHOLE
	GAS METER
	GAS VALVE
	FUEL VENT PIPE
	GAS PUMP
	GAS PIPE
	OIL PIPE
	TANK ABOVE GROUND
	TANK UNDER GROUND

TELEPHONE / COMM

	TELEPHONE PEDESTAL
	CABLE T.V. PEDESTAL
	SATELLITE DISH
	TELEPHONE MANHOLE
	FIBER OPTIC MANHOLE
	TELEPHONE J-BOX
	UNDERGROUND TELEPHONE
	FIBER OPTIC
	UNDERGROUND TV
	UNDERGROUND TELEPHONE & TV

TRAFFIC

	SIGNAL POLE
	SIGNAL POLE WITH MASTARM
	TRAFFIC CONTROLLER
	TRAFFIC SIGN POST



MAT-SU BOROUGH
PUBLIC WORKS DEPARTMENT

RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

LEGEND AND ABBREVIATIONS

LOUNSBURY & ASSOCIATES, INC.
1175 N. LEATHERLEAF LOOP
STE. D WASILLA, ALASKA 99604
(907)357-9132
CERT. OF AUTH. NO. AEC391

FILE 18-022 RIDGECREST FISH PASSAGE SURVEY CONTROL DATE/TIME 12/26/18 LAYOUT A3 DESIGNED N/A CHECKED JG DRAFTED BS

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	A3	A3

HORIZONTAL CONTROL

COORDINATE SYSTEM:
 THIS PROJECT IS LOCATED ENTIRELY WITHIN THE ANCHORAGE 2015 LDP, A LOW DISTORTION PROJECTION DEVELOPED IN 2015 BY THE STATE OF ALASKA DOT&PF CENTRAL REGION SURVEY SECTION.

ANCHORAGE 2015 IS DEFINED AS FOLLOWS:
 LINEAR UNIT: US SURVEY FEET
 DATUM: NAD 83
 ELLIPSOID: GRS 80
 PROJECTION: TRANSVERSE MERCATOR
 GRID SCALE FACTOR: 1.000013 (EXACT)
 LATITUDE OF ORIGIN: 61°30'00" N
 CENTRAL MERIDIAN: 149°35'00" W
 FALSE NORTHING: 550,000.0'
 FALSE EASTING: 250,000.0'

BASIS OF COORDINATES:
 THE BASIS OF GEODETIC COORDINATES IS THE NAD83(2011)(EPOCH:2010.000) POSITION OF POINT #401, AS DETERMINED BY CORS STATIONS AC48, AC51, AND AC75.

BASIS OF VERTICAL CONTROL

THE VERTICAL DATUM FOR THIS SURVEY IS NAVD 88(GEOID 12B) IN U.S. SURVEY FEET, AS ESTABLISHED BY HOLDING THE ELEVATION OF CONTROL POINT 401, FIXED AT 231.60' AS DETERMINED BY THE NGS OPUS PROCESSING UTILITY. DIFFERENTIAL LEVELING WAS PERFORMED BETWEEN ALL OTHER SET VERTICAL CONTROL.

RECOVERED MONUMENTS					
Point	Northing	Easting	Description	STATION	OFFSET
701	576880.63'	230828.47'	Found Rebar With Cap	N/A	N/A
703	576262.72'	230929.80'	Found Rebar With Cap	N/A	N/A
704	576110.41'	230993.08'	Found Rebar	N/A	N/A
705	576130.56'	231013.08'	Found Rebar	N/A	N/A
706	576134.09'	230929.85'	Found Rebar With Cap	N/A	N/A
707	576292.45'	230932.73'	Found Rebar	N/A	N/A
708	575800.73'	230963.00'	Found Brass Cap Monument	N/A	N/A
709	577200.52'	230964.89'	Found Rebar	N/A	N/A
710	577452.99'	230962.12'	Found Rebar With Cap	N/A	N/A
711	578443.46'	230961.86'	Found Brass Cap Monument	N/A	N/A
712	577505.25'	230962.00'	Found Rebar	N/A	N/A
713	575786.86'	233597.94'	Found Brass Cap Monument	N/A	N/A

SURVEY NOTES

- ALL DIMENSIONS AND COORDINATES SHOWN ARE IN U.S. SURVEY FEET.
- THE FIELD SURVEY WAS CONDUCTED BY LOUNSBURY AND ASSOCIATES, INC. DURING MAY 2018.
- PROJECT HORIZONTAL CONTROL WAS SURVEYED USING NETWORKED STATIC GPS AND CONVENTIONAL SURVEY TECHNIQUES. GPS MEASUREMENTS WERE PERFORMED USING TOPCON GR-5 RECEIVERS AND PROCESSED USING TOPCON MAGNET VER. 4.1.0 SOFTWARE.
- PROPERTY LINES AND EASEMENTS ARE SHOWN FOR LOCATIVE PURPOSES ONLY. THEY WERE DEVELOPED BY RECONCILING FOUND MONUMENTATION WITH THE RECORDED PLATS REFERENCED. EASEMENTS AND OTHER ENCUMBRANCES MAY EXIST IN THE AREA NOT SHOWN HEREON.
- ALL ELEVATIONS MUST BE FIELD VERIFIED BEFORE USE.

PROJECT CONTROL POINTS						
Point	Northing	Easting	Description	Elevation	STATION	OFFSET
401	576743.08'	230972.08'	Set Rebar With Cap	231.60	14+09.25	18.56 Rt.
402	576544.34'	230980.96'	Set Rebar With Cap	227.90	12+15.59	13.89 Rt.
403	576272.60'	230946.33'	Set Rebar With Cap	232.89	N/A	N/A

LEGEND

- FOUND REBAR
- ⊕ FOUND REBAR WITH CAP
- ⊗ FOUND GOVERNMENT MONUMENT (BRASS CAP)
- ⊗ SET TEMPORARY BENCHMARK
- ⊕ SET REBAR WITH CAP (CONTROL POINT)
- ⊕ POINT NUMBER IDENTIFIER

VERTICAL CONTROL POINTS						
Point	Northing	Easting	Elevation	Description	Station	Offset
601	576625'	230985'	234.55'	Set RR Spike in 9" Spruce	12+95.81	17.76 Rt.
602	576487'	230946'	231.04'	Set RR Spike in 11" Birch	11+58.72	21.16 Lt.

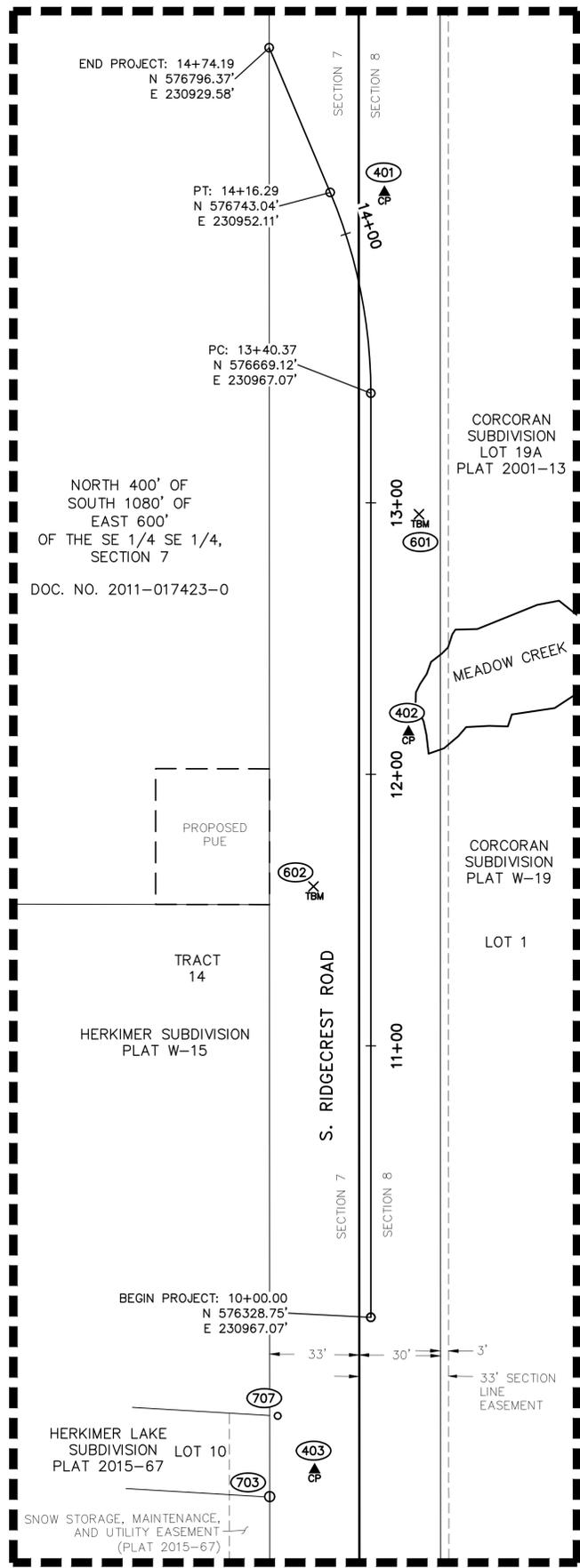
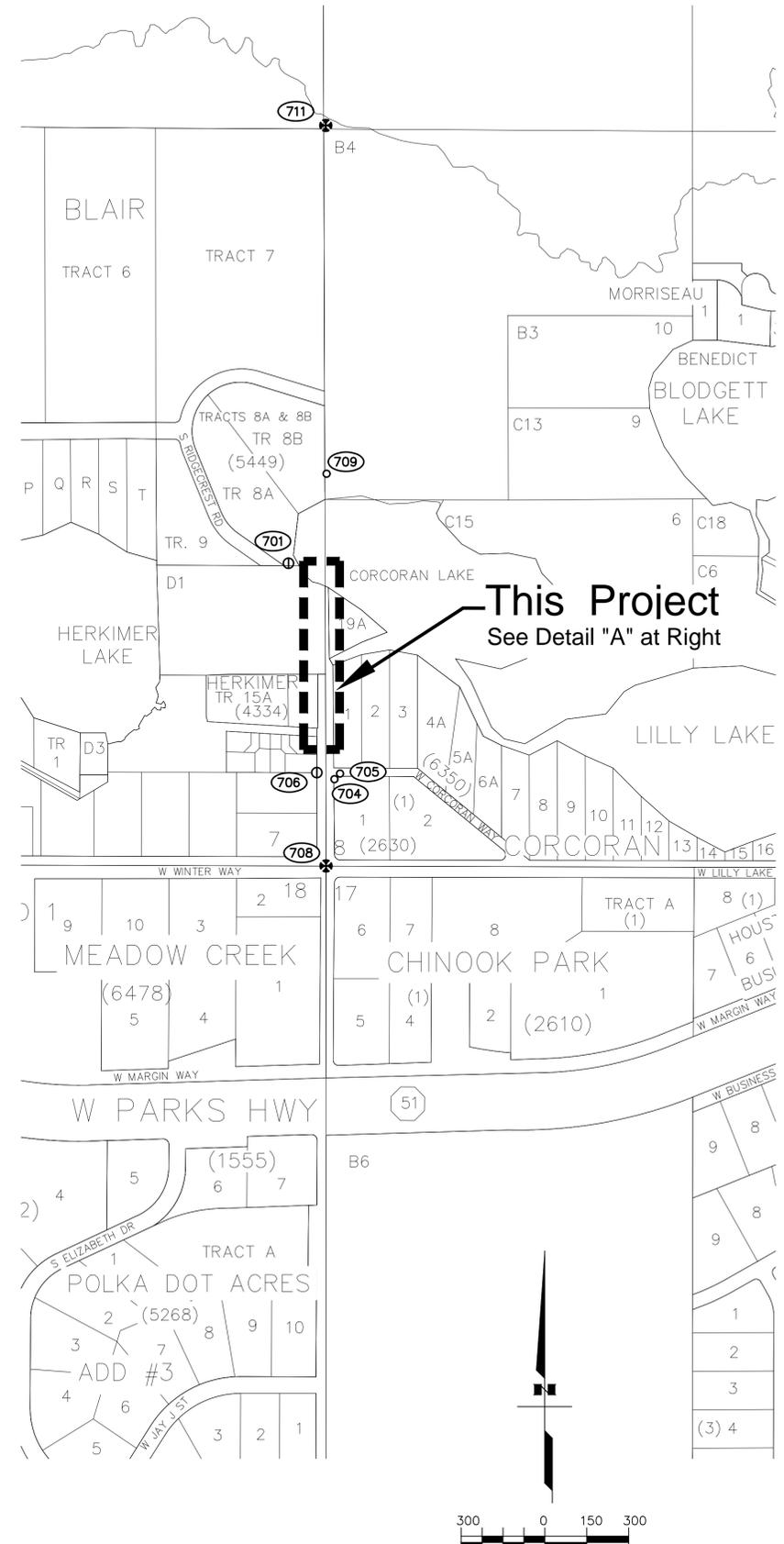
SURVEYOR'S CERTIFICATE

I hereby certify that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska, and that this drawing represents a survey made by me or under my supervision, and that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct to the extent shown hereon.

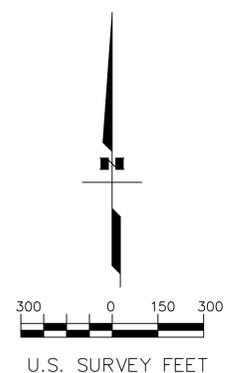
Jacob Gerondale 12/27/18
 Jacob Gerondale LS 11758 (Date)



MAT-SU BOROUGH
 PUBLIC WORKS DEPARTMENT
RIDGECREST ROAD AT BLODGETT LAKE DRAINAGE FISH PASSAGE
SURVEY CONTROL SHEET
 WITHIN SECTIONS 7 AND 8, T17N, R2W, S.M, AK



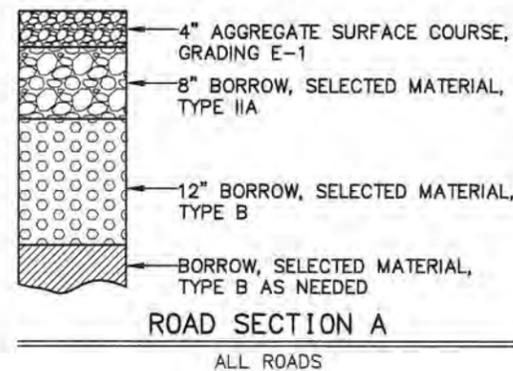
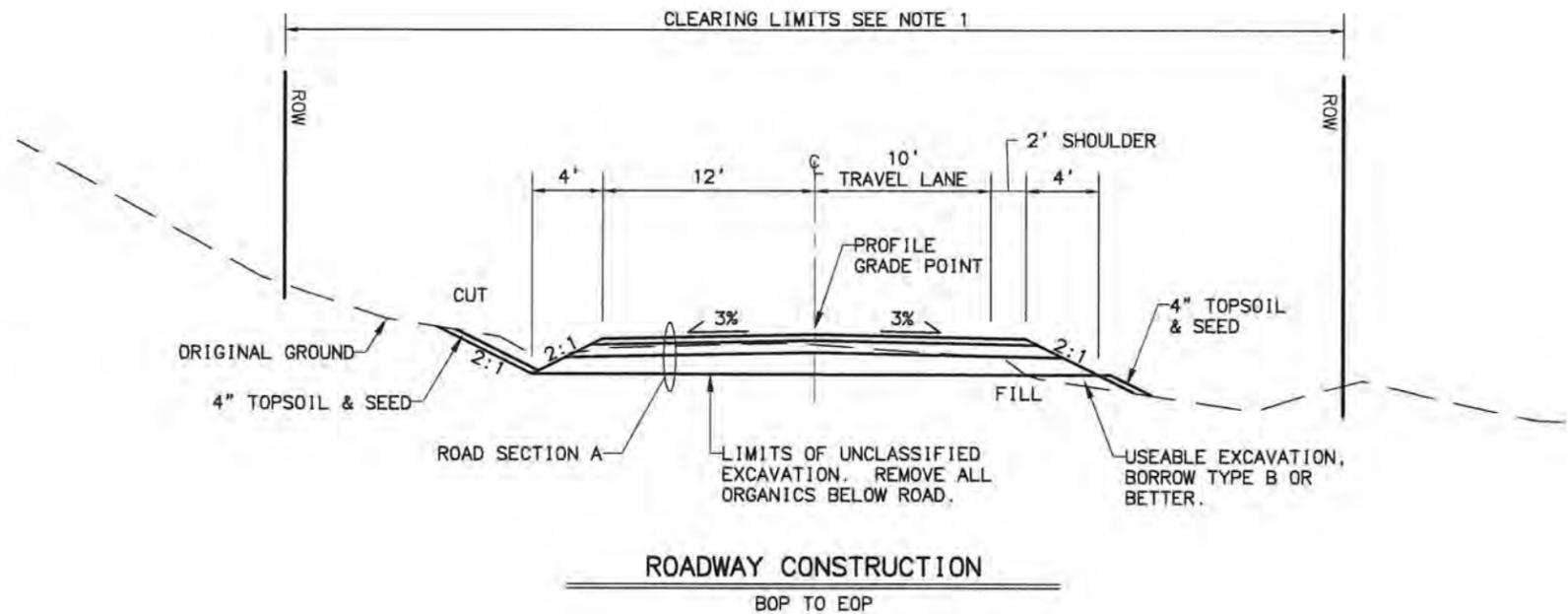
Detail "A"
 Scale: 1"=30'



NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	B1	B1

TYPICAL SECTION NOTES:

- CLEARING SHALL BE ROW TO ROW UNLESS OTHERWISE NOTED. GRUBBING SHALL EXTEND 5 FEET BEYOND THE CATCH LIMITS. THERE MAY BE ADDITIONAL AND SUBSIDIARY CLEARING FOR THE UTILITY SUPPORT OUTSIDE OF ROW AND WITHIN UTILITY EASEMENT AND THE ADDITIONAL CLEARING WILL BE NOTED ON THE SCOPE OF WORK SECTION IN THE SPECIFICATIONS IN SECTION III OF BID DOCUMENTS.
- CLEARING AND GRUBBING WILL BE PAID UNDER 201(3B).
- WHEN UNSUITABLE MATERIAL IS ENCOUNTERED AT THE REQUIRED DEPTH OF EXCAVATION, REMOVE UNSUITABLE MATERIAL TO A DEPTH AS DIRECTED BY THE BOROUGH REPRESENTATIVE AND REPLACED WITH SELECTED MATERIAL, BORROW B OR BETTER.
- ALL EXCAVATED MATERIAL MEETING THE REQUIREMENTS OF SELECTED MATERIAL BORROW B, MUST BE USED TO CONSTRUCT PROJECT FILLS BEFORE IMPORTING BORROW. REFER TO SECTION 203-3.01 OF THE SPECIFICATIONS.
- ORGANIC AND UNCLASSIFIED EXCAVATION SUITABLE FOR TOPSOIL THAT MEETS THE PROJECT SPECIFICATIONS MAY BE STOCKPILED IN LOCATIONS APPROVED BY THE BOROUGH REPRESENTATIVE AND USED AS TOPSOIL.
- PLACE 4 INCHES OF TOPSOIL AND SEED FROM:
 - THE BOTTOM OF THE DITCH TO THE CATCH LIMITS IN A CUT SECTION,
 - THE BOTTOM OF SELECTED MATERIAL B SECTION IN A FILL SECTION.
 - ALL GRUBBED AREAS.
 - ALL AREAS DISTURBED BY THE CONTRACTOR WITHIN THE PROJECT AREA FOR THE CONTRACTOR CONVENIENCE.
- DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
- ALL WIRE CROSSING ELEVATIONS SHOWN ON THE PROFILES ARE THE APPROXIMATE ELEVATIONS WHERE THE LOWEST WIRE CROSSES THE PROPOSED CENTERLINE OF ROADWAY.
- UTILITY DISCLAIMER: THE UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE AND ARE BASED ON INFORMATION PROVIDED BY THE UTILITY COMPANIES AT THE TIME OF THE FIELD SURVEY. ADDITIONAL UTILITIES MAY EXIST, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REQUEST, OBTAIN AND CONFIRM THE ACTUAL UTILITY LOCATIONS BOTH HORIZONTAL AND VERTICALLY.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNS WITHIN THE PROJECT AREA. SIGNS SHALL BE CLEAN, ERECT, AND VISIBLE DURING CONSTRUCTION. THE BOROUGH SHALL INSPECT ALL SIGNS, REPLACE SIGNS WHICH ARE DEFICIENT, AND INSTALL NEW SIGNAGE AS REQUIRED BY THE PROJECT.



ALIGNMENT ABBREVIATIONS:

"R" - SOUTH RIDGECREST ROAD



**BEFORE YOU DIG
CALL FOR FREE
UNDERGROUND
LOCATION**

Locate Call Center of Alaska
Statewide.....800-478-3121
will notify subscribed utilities only. Other
utilities need to be contacted individually.



LOUNSBURY & ASSOCIATES, INC.
1175 N. LEATHERLEAF LOOP
STE. D WASILLA, ALASKA 99554
(907)357-9132
CERT. OF AUTH. NO. AECC391

MAT-SU BOROUGH
PUBLIC WORKS DEPARTMENT

**RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE**

TYPICAL SECTION

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 DESIGNED: CW
 CHECKED: JC
 DRAFTED: HB

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NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	C1	C1

BASE BID ESTIMATE OF QUANTITIES			
ITEM NO.	ITEM DESCRIPTION	PAY UNIT	TOTALS
201(3B)	CLEARING AND GRUBBING	LUMP SUM	ALL REQ'D
202(2)	REMOVAL OF PAVEMENT	SQUARE YARD	9
202(4)	REMOVAL OF CULVERT PIPE	LINEAR FOOT	32
203(3)	UNCLASSIFIED EXCAVATION	CUBIC YARD	1,460
203(5B)	BORROW, TYPE B	CUBIC YARD	1,180
203(19)	BORROW, TYPE IIA	CUBIC YARD	300
301(4)	AGGREGATE SURFACE COURSE, E-1	CUBIC YARD	125
602(4)	ALUMINUM BOX CULVERT 15'-6" SPAN, 7'-3" RISE; .15" THICKNESS	LUMP SUM	ALL REQ'D
603(1-12)	12 INCH CSP	LINEAR FOOT	120
618(2A)	SEEDING, TYPE A	POUND	13
618(2B)	SEEDING, TYPE B	POUND	14
620(1)	TOPSOIL	SQUARE YARD	1,445
621(5)	LIVE WILLOW STAKING	SQUARE YARD	90
623(5)	VEGETATIVE MAT SALVAGE AND REPLANTING	LUMP SUM	ALL REQ'D
640(1)	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQ'D
641(3)	TEMPORARY EROSION AND POLLUTION CONTROL	LUMP SUM	ALL REQ'D
642(1)	CONSTRUCTION SURVEYING	LUMP SUM	ALL REQ'D
642(3B)	TWO PERSON SURVEY PARTY	HOUR	5
643(2)	TRAFFIC MAINTENANCE	LUMP SUM	ALL REQ'D
643(3)	PERMANENT CONSTRUCTION SIGNS	LUMP SUM	ALL REQ'D
671(4)	STREAM SUBSTRATE	CUBIC YARD	200
672(1)	STREAM DIVERSION & DEWATERING	LUMP SUM	ALL REQ'D
800(1)	INTERIM WORK AUTHORIZATION	CONTINGENT SUM	ALL REQ'D

QUANTITIES NOTES:

- VALUES SHOWN ARE FOR INFORMATIONAL PURPOSE ONLY. ACTUAL QUANTITIES MAY VARY.
- 203(5B), 203(19), AND 301(4) ARE BASED ON NEAT LINE VOLUMES.



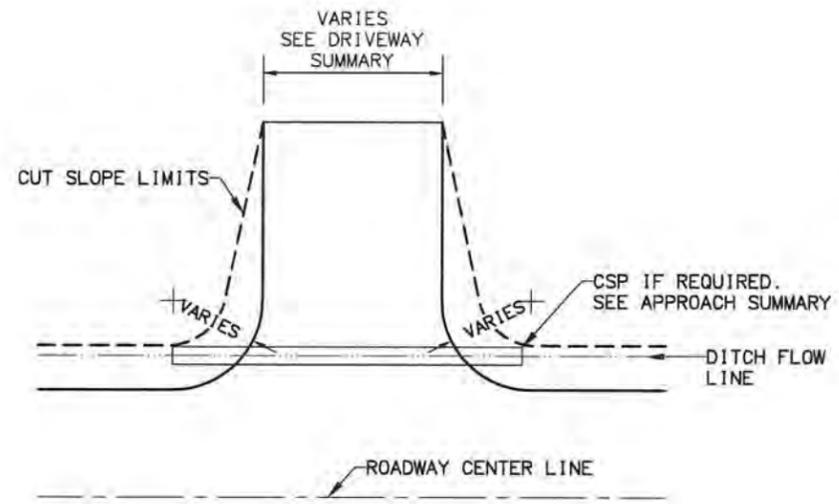
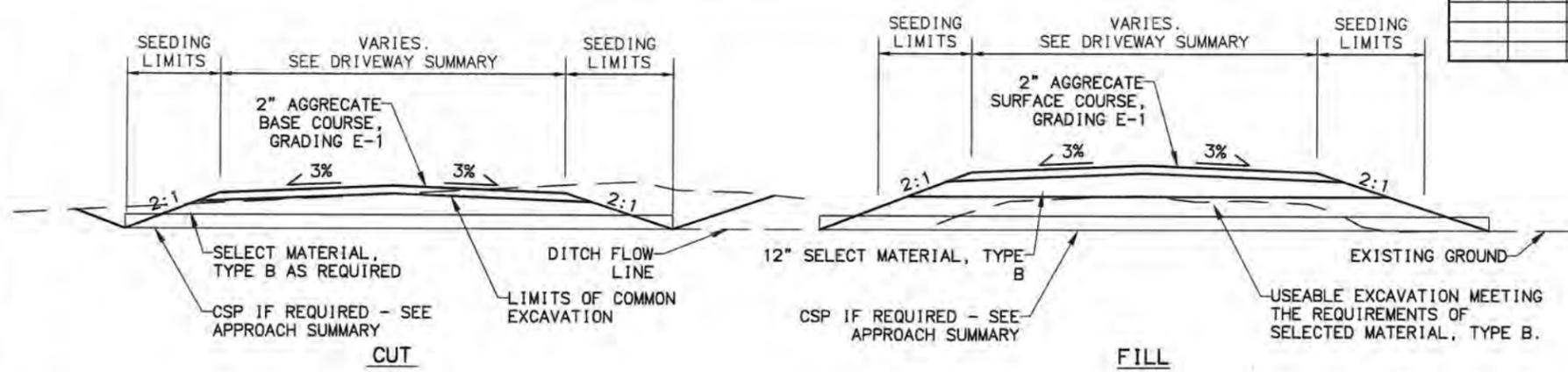
LOUNSBURY & ASSOCIATES, INC.
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STE. D WASILLA, ALASKA 99654
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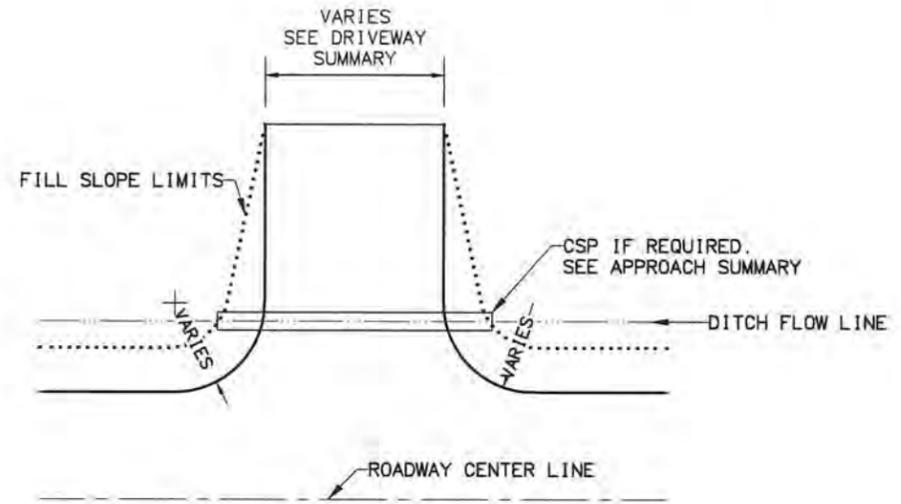
RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

ESTIMATE OF QUANTITIES

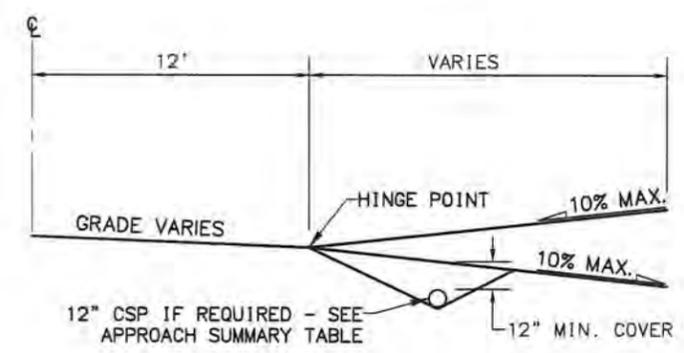
NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	E1	E1



DRIVEWAY CUT CONDITIONS

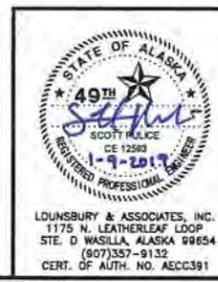


DRIVEWAY FILL CONDITIONS



NOTE: DRIVEWAY EXTENDS TO THE ROW, OR THE CATCH POINT IF LESS THAN 10%, WHICHEVER IS LESS. DRIVEWAY PROFILES MAY BE MODIFIED SUBJECT TO THE ENGINEERS APPROVAL.

DRIVEWAY PROFILE



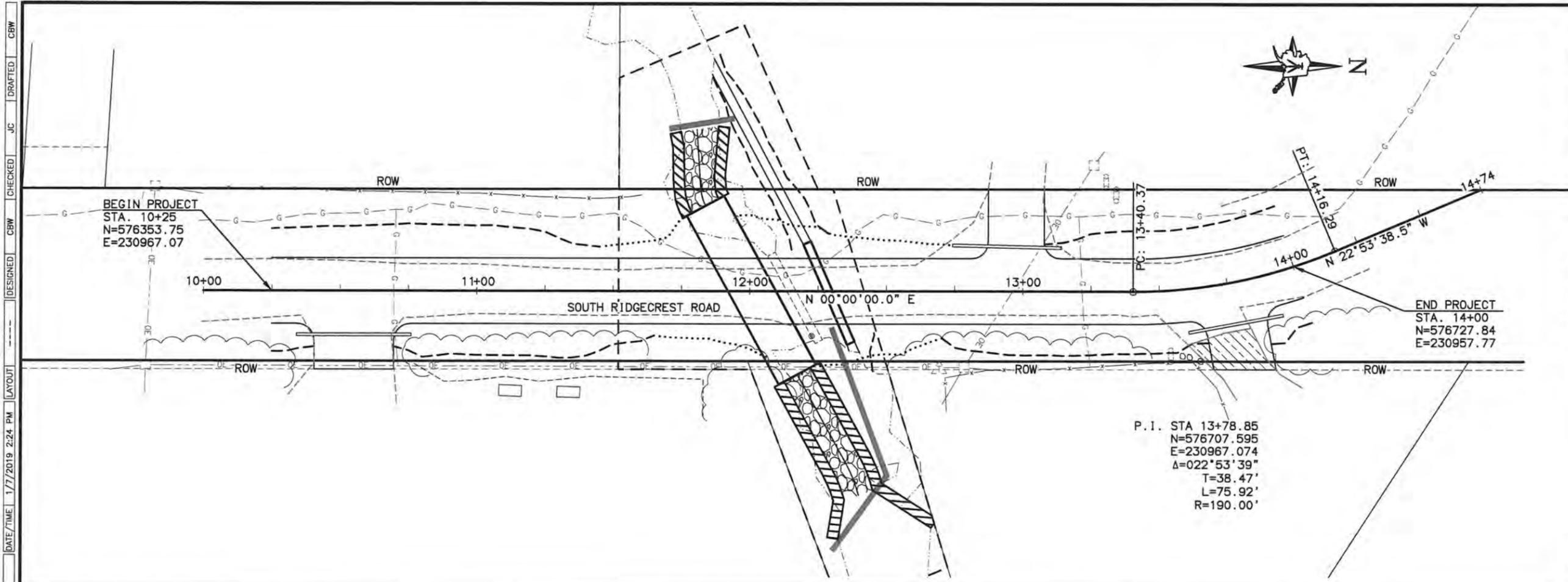
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(907)357-9132
CERT. OF AUTH. NO. AECG391

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PUBLIC WORKS DEPARTMENT

RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

DRIVEWAY DETAILS

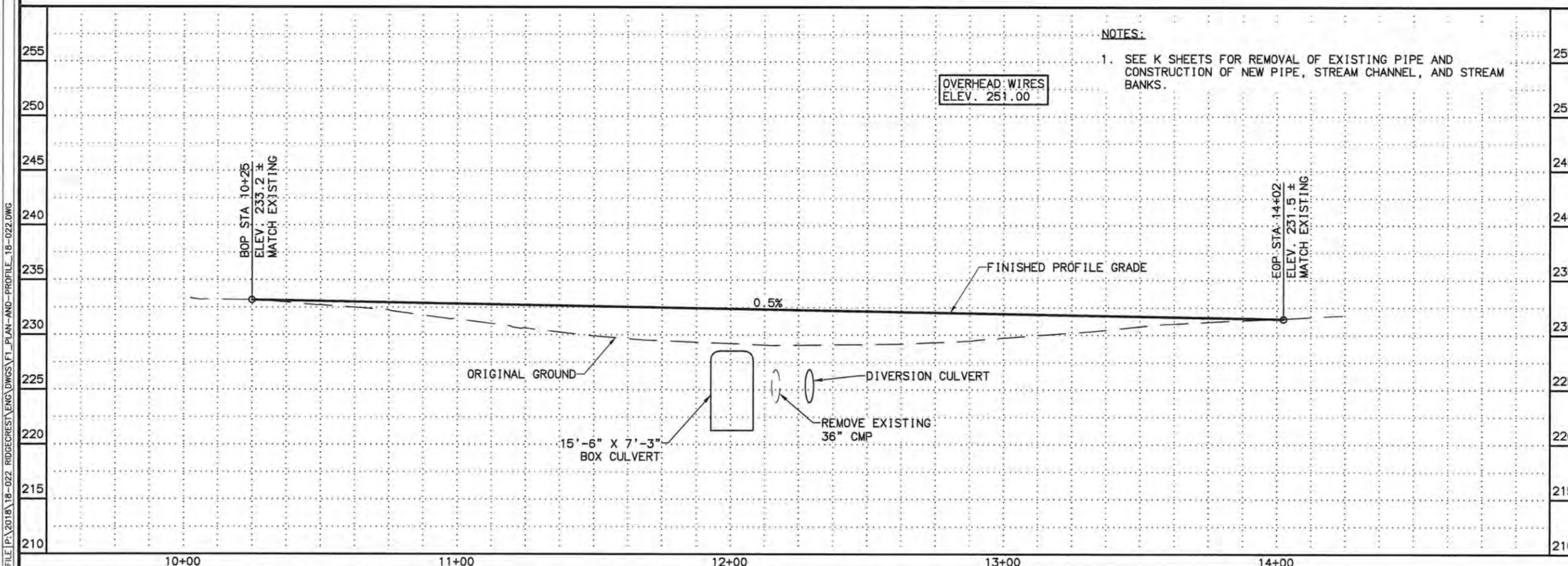
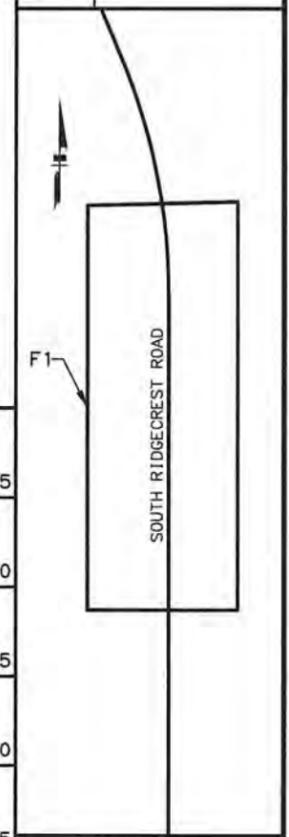
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SHEET NO.	TOTAL SHEETS
F1	F1
STATE	YEAR
ALASKA	2019

PROJECT DESIGNATION
18-27-2358

NO.	REVISION



NOTES:
 1. SEE K SHEETS FOR REMOVAL OF EXISTING PIPE AND CONSTRUCTION OF NEW PIPE, STREAM CHANNEL, AND STREAM BANKS.

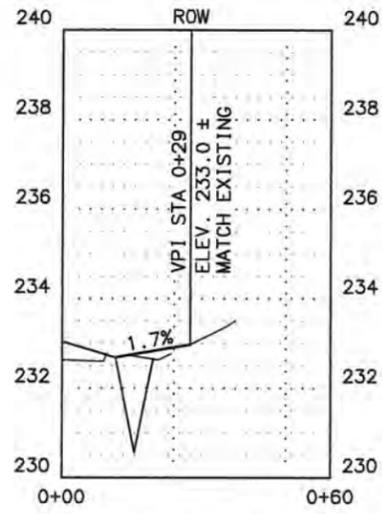


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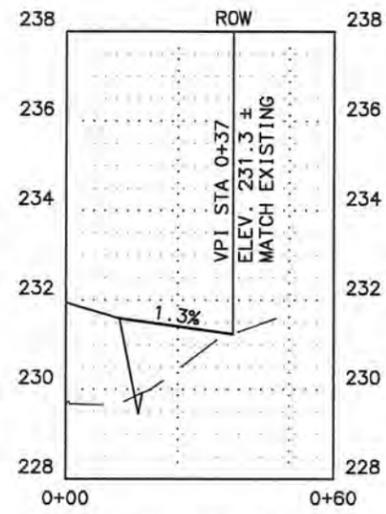
MAT-SU BOROUGH
 PUBLIC WORKS DEPARTMENT
**RIDGECREST ROAD AT
 BLODGETT LAKE DRAINAGE
 FISH PASSAGE**
 PLAN AND PROFILE
 BOP - EOP

FILE: P:\2018\18-022 RIDGECREST\ENG\DWGS\F1_PLAN-AND-PROFILE_18-022.DWG
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 CHECKED: JC
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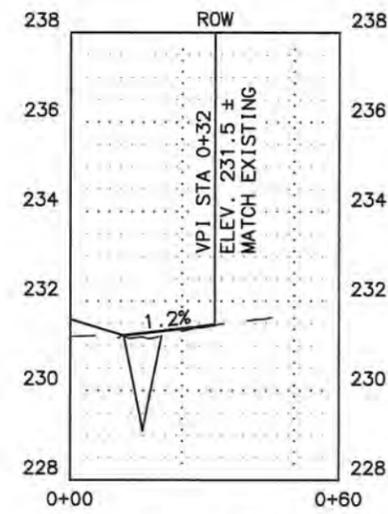
NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	G1	G1



DW "R" 10+55 RT



DW "R" 12+98 LT



DW "R" 13+76 RT

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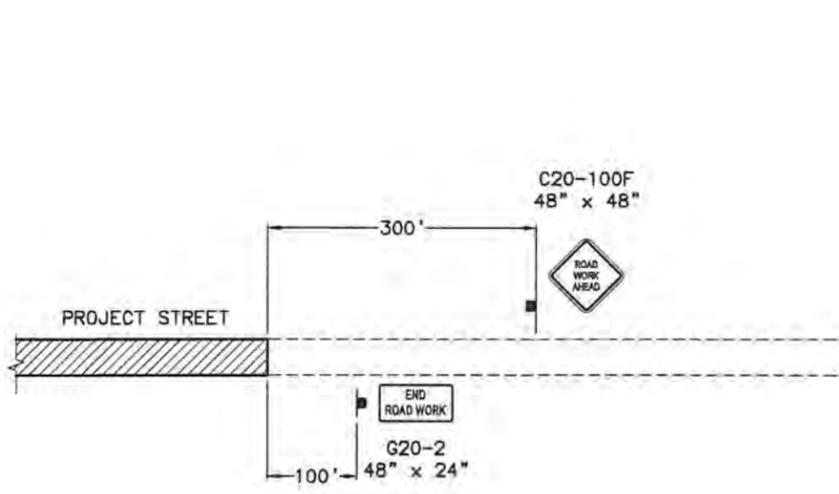
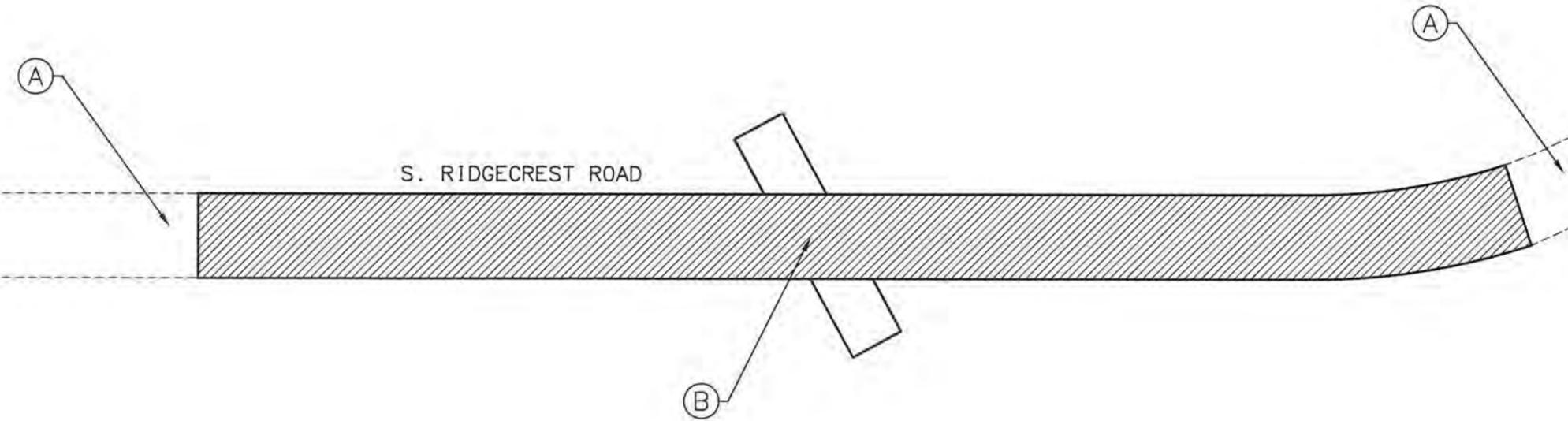
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PUBLIC WORKS DEPARTMENT

RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

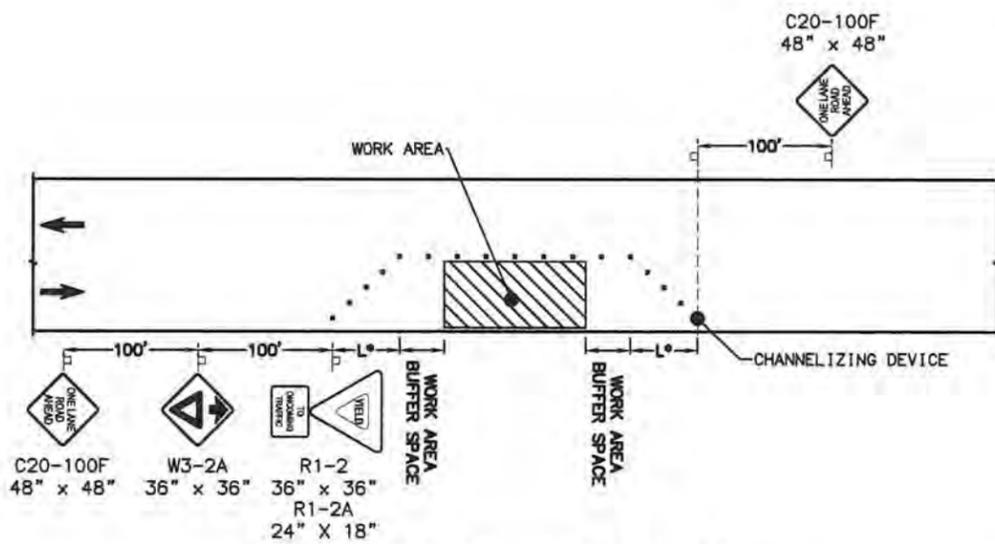
DRIVEWAY PROFILES

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 DESIGNED CBW CHECKED JC DRAFTED CBW

STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA	18-27-2358	2019	J1	J1



A TYPICAL LAYOUT NTS



B TYPICAL LANE CLOSURE NTS

L* IS FROM THE MUTCD

TRAFFIC CONTROL NOTES:

1. ALL SIGNS SHALL CONFORM TO THE ALASKA TRAFFIC MANUAL, STANDARD DRAWINGS, PLANS AND SPECIFICATIONS.
2. LOCATION OF SIGNS TO BE APPROVED BY THE BOROUGH'S REPRESENTATIVE.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNS WITHIN THE PROJECT AREA. SIGNS SHALL BE CLEAN, ERECT, AND VISIBLE DURING CONSTRUCTION. THE BOROUGH SHALL INSPECT ALL SIGNS AND REPLACE SIGNS WHICH ARE DEFICIENT.
4. CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGH THE PROJECT AREA AT ALL TIMES. ONE 12' WIDE LANE MUST STAY OPEN FOR THE DURATION OF THE PROJECT.

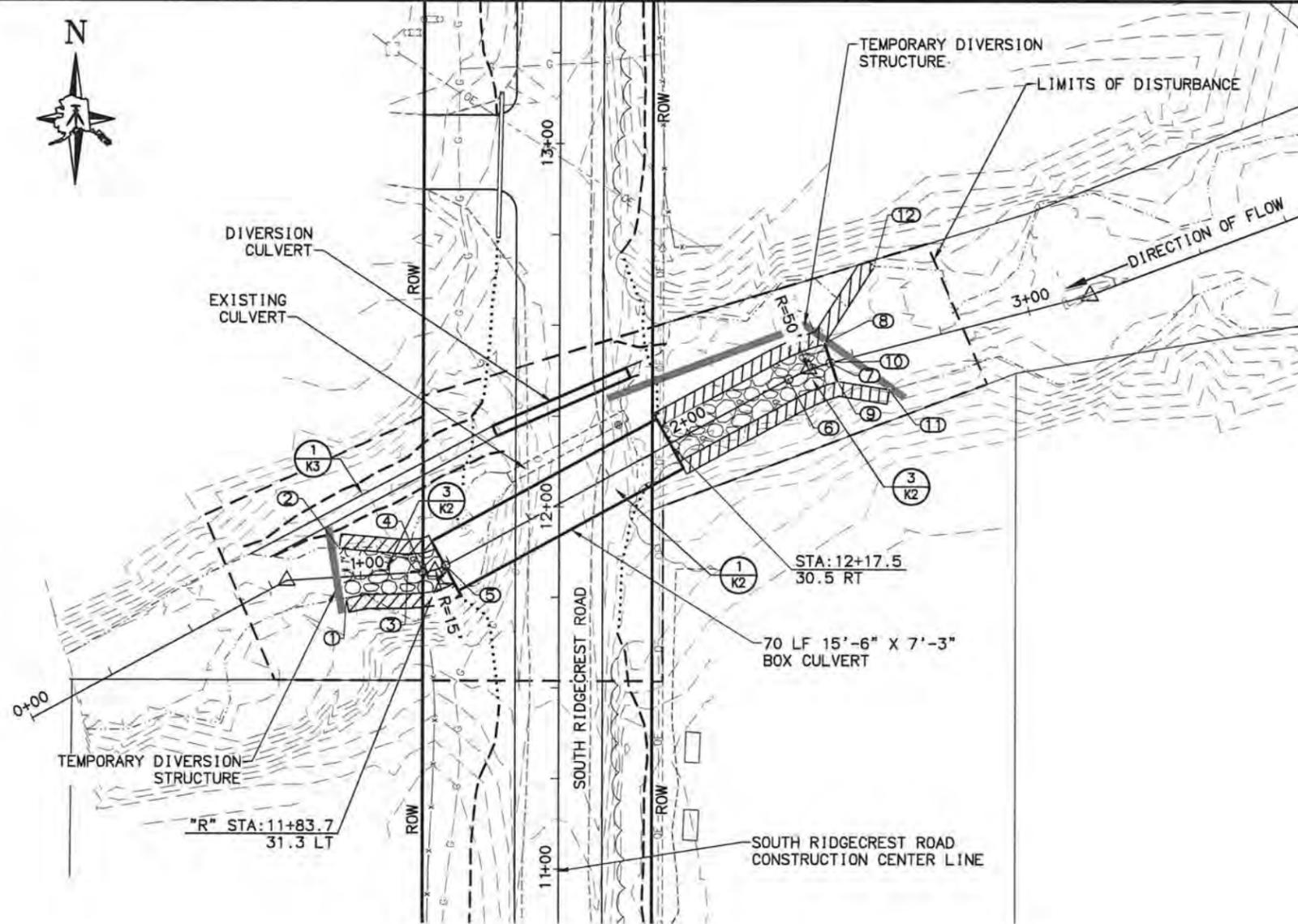
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**RIDGECREST ROAD AT BLODGETT
 LAKE DRAINAGE FISH PASSAGE**

 TRAFFIC CONTROL PLAN

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 DESIGNED: CBW
 CHECKED: JC
 DRAFTED: CBW

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	K1	K4



POINT #	STATION	OFFSET	REMARKS
1	11+74.8	58.4 LT	TIE INTO EXISTING STREAM BANK
2	11+88.5	60.3 LT	TIE INTO EXISTING STREAM BANK
3	11+81.7	41.5 LT	MATCH EXISTING THALWEG
4	11+82.0	37.4 LT	PC
5	11+83.8	31.1 LT	PT
6	12+35.3	63.0 RT	PC
7	12+39.8	74.4 RT	PT
8	12+45.1	72.9 RT	END OF STREAM SUBSTRATE
9	12+34.7	76.5 RT	END OF STREAM SUBSTRATE
10	12+40.0	75.1 RT	MATCH EXISTING THALWEG
11	12+32.5	90.8 RT	TIE INTO EXISTING STREAM BANK
12	12+66.5	86.6 RT	TIE INTO EXISTING STREAM BANK

POINTS REFERENCE SOUTH RIDGECREST ROAD CENTERLINE

HYDROLOGIC & HYDRAULIC SUMMARY:

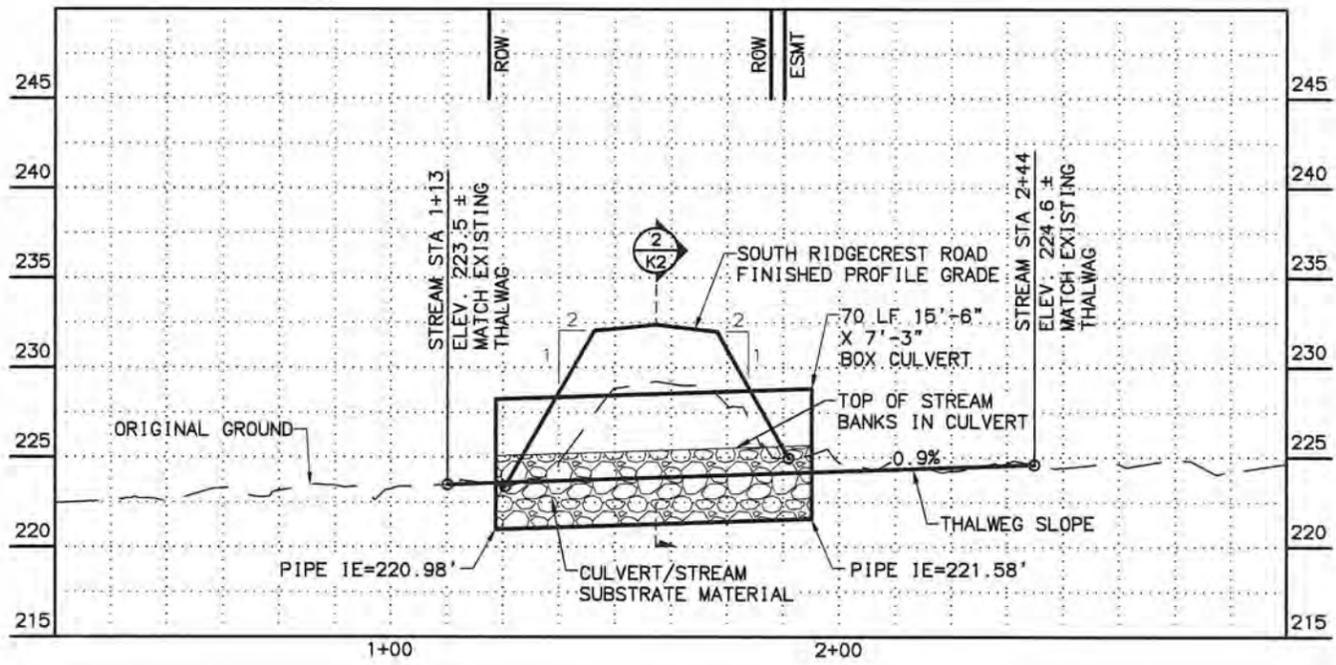
1. DRAINAGE AREA = 0.58 SQUARE MILES
2. EXCEEDANCE PROBABILITY = 1% (100 YEAR EVENT)
3. DESIGN DISCHARGE = 67 CFS
4. EXISTING 100 YEAR FLOOD PLAIN ELEVATION = 229.4'
5. PROPOSED 100 YEAR FLOOD PLAIN ELEVATION = 225.9'

NOTES:

1. SEE SHEET K3 FOR SUGGESTED STREAM DIVERSION PLAN AND DETAILS.
2. SEE CULVERT/STREAM SUBSTRATE MATERIAL NOTES ON SHEET K2.
3. WILLOW STAKING SHALL BE CONSTRUCTED PER THE "STREAMBANK REVEGETATION AND PROTECTION-A GUIDE FOR ALASKA" DESIGN GUIDELINES DATED 2005. SEE SHEET K2.
4. SEE SECTION 642, CONSTRUCTION SURVEYING AND MONUMENTS, FOR SURVEYING ORDINARY HIGH WATER REQUIREMENTS.

LEGEND:

VEGETATIVE MAT AND LIVE WILLOW STAKING

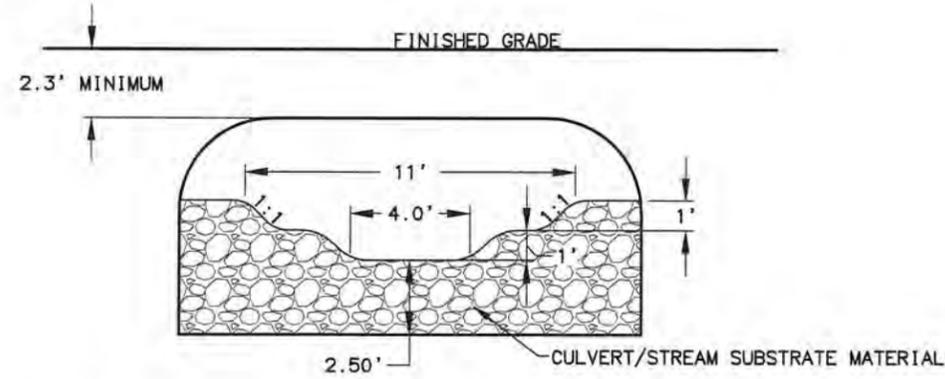


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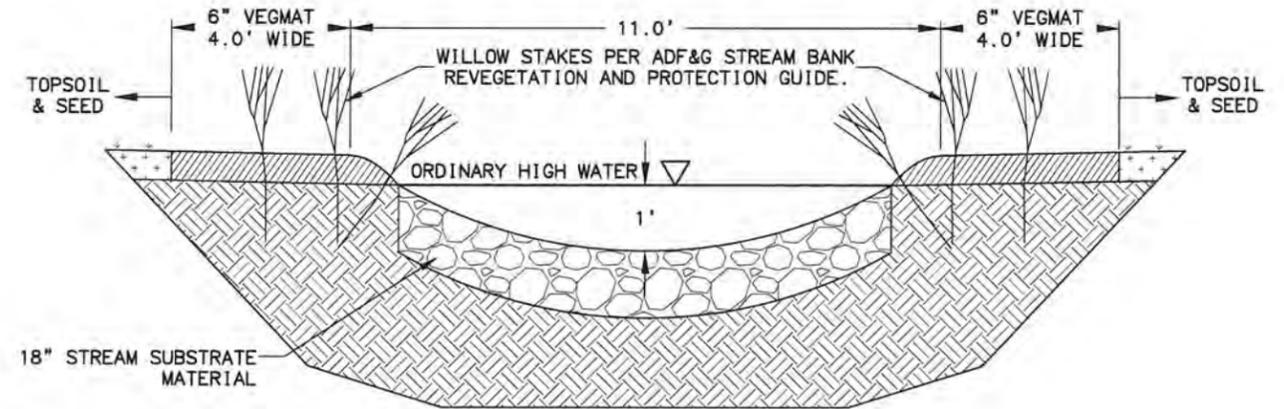
**RIDGECREST ROAD AT BLODGETT
 LAKE DRAINAGE FISH PASSAGE**

**BLODGETT LAKE DRAINAGE
 PLAN & PROFILE**

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	K2	K4



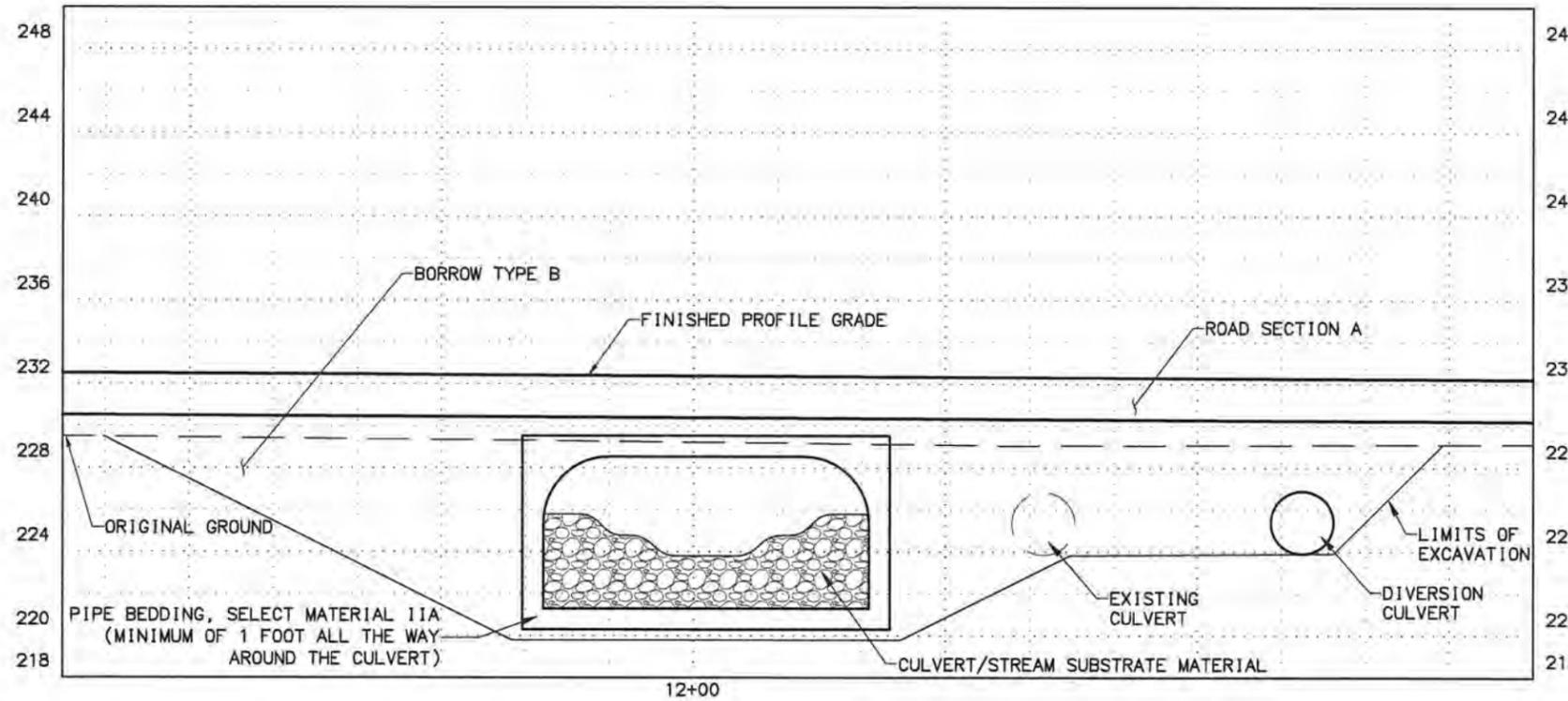
1 IN-CULVERT CHANNEL
K2



3 BLODGETT LAKE DRAINAGE SIMULATION CHANNEL
K2

STREAM SIMULATION NOTES:

- CULVERT/STREAM SUBSTRATE MATERIAL SHALL BE 1 PART FINE MATERIAL AND 1 PART COARSE MATERIAL BY VOLUME. FINE MATERIAL SHALL MEET THE GRADATION SHOWN IN TABLE 1. COARSE MATERIAL SHALL MEET THE GRADATION SHOWN IN TABLE 2.
- BOROUGH REPRESENTATIVE TO APPROVE OF MIXED CULVERT/STREAM SUBSTRATE MATERIAL BEFORE PLACEMENT IN CULVERT OR RECONSTRUCTED STREAM CHANNEL. NOTIFY THE BOROUGH REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF PLACING STREAM SIMULATION MATERIAL.
- CONSTRUCT STREAM BED AND BANKS LEAVING A NON-UNIFORM SURFACE.
- CONSTRUCT BANKS USING CULVERT/STREAM SUBSTRATE MATERIAL.
- SALVAGED VEGETATIVE MAT MUST HAVE A MINIMUM THICKNESS OF 6 INCHES OR ADDED TOPSOIL PRIOR TO TRANSPLANTING. VEGETATIVE MAT CAN BE SOURCED FROM ON SITE ALONG WITH OFFSITE. THE VEGETATIVE MAT MUST BE APPROVED BY THE BOROUGH REPRESENTATIVE PRIOR TO TRANSPLANTING.
- ALL STREAM SUBSTRATE SHALL BE MIXED ON SITE BEFORE BEING PLACED INTO THE CULVERT.
- ALL WILLOWS USED SHOULD BE FELT LEAF WILLOWS. WILLOW STAKES SHOULD BE 12"-18" LONG AND THREE QUARTERS OF THE WILLOW STAKE MUST BE INSTALLED BELOW GROUND.



2 EXCAVATION SECTION
K2

SIEVE	% PASSING
5"	100%
3"	85-95%
1.5"	60-70%
0.75"	40-50%
#4	20-30%
#10 Sand	10-20%

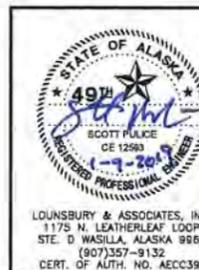
SIZE	% PASSING
15"	100%
12"	80-90%
10"	65-75%
7"	35-45%
5"	15-25%

EXCAVATION NOTES:

- SEE F SHEET FOR RIDGECREST ROAD PLAN AND PROFILE.
- EXCAVATION ABOVE DIVERSION CHANNEL SHALL BE COMPLETED ACCORDING TO OSHA GUIDELINES & STANDARDS. SEE SHEET K3 FOR DIVERSION CHANNEL DETAILS.

SHEET NOTES

- DEPICTED EXCAVATION LIMITS ARE FOR DETERMINING QUANTITIES ONLY. CONTRACTOR SHALL SLOPE BACK EXCAVATIONS FOR SAFETY IN ACCORDANCE WITH CURRENT OSHA AND STATE OF ALASKA REQUIREMENTS.
- EXCAVATED MATERIAL IN THE EXISTING ROADWAY EMBANKMENT MEETING SELECT MATERIAL, TYPE C, MAY BE USED FOR FILL AS APPROVED BY BOROUGH REPRESENTATIVE OUTSIDE OF ROAD PRISM.



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MAT-SU BOROUGH
PUBLIC WORKS DEPARTMENT

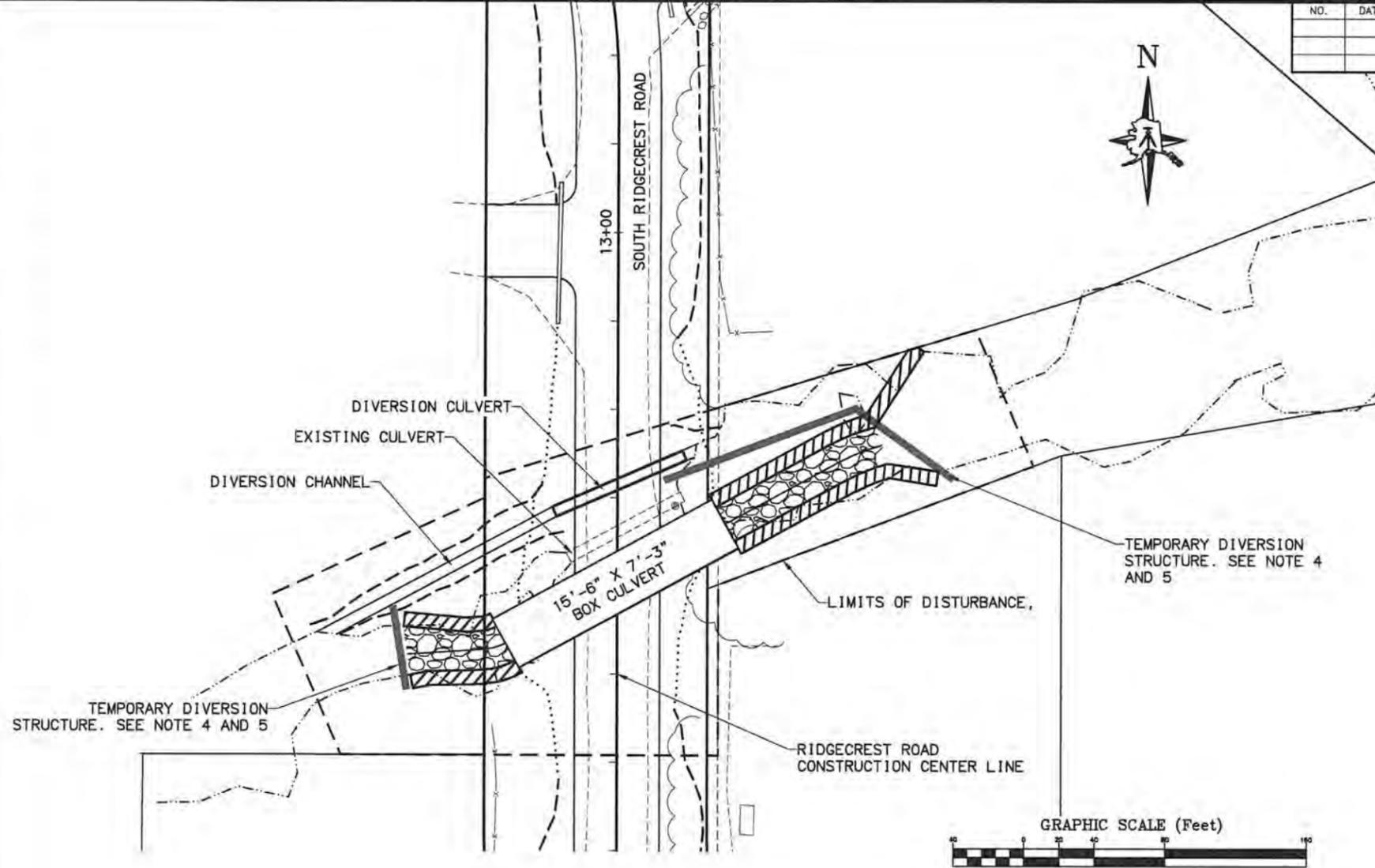
RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

DETAILS

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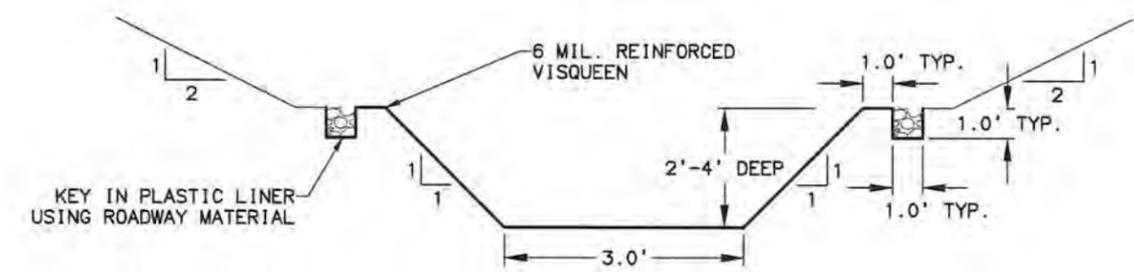
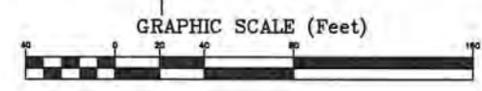
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NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	K3	K4



SUGGESTED CONSTRUCTION PHASING:

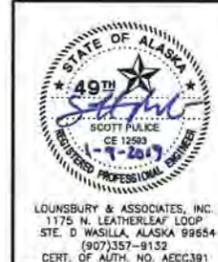
1. INSTALL TRAFFIC CONTROL.
2. INSTALL EROSION AND SEDIMENT CONTROL DEVICES.
3. HARVEST EXISTING VEGMAT TO BE DISTURBED. PROTECT HARVESTED VEGMAT BY PLACING IT ON AN IMPERMEABLE SURFACE (TARP, VISQUEEN, ETC.), AND WATERING IT DAILY.
4. CONTRACTOR TO COORDINATE WITH ENGINEER FOR TEMPORARY DIVERSION STRUCTURES.
5. INSTALL DIVERSION CULVERT, TEMPORARY DIVERSION STRUCTURES, AND CONSTRUCT THE DIVERSION CHANNEL.
6. IMPLEMENT THE TEMPORARY TRAFFIC CONTROL PLAN.
7. REMOVE EXISTING CULVERT.
8. CLOSE HALF OF THE ROADWAY AND INSTALL HALF OF THE CULVERT AND CONSTRUCT NEW STREAM CHANNEL AS MUCH AS POSSIBLE WITHOUT DISTURBING DIVERSION CHANNEL.
9. ONCE WORK IS COMPLETED ON THE FIRST HALF OF THE PIPE, BACKFILL ON TOP AND CLOSE THE OTHER HALF OF THE ROADWAY TO FINISH CULVERT CONSTRUCTION.
10. UPON ENGINEER APPROVAL OF CONSTRUCTED CHANNEL AND CULVERT, CONSTRUCT TIE-INS TO EXISTING STREAM CHANNEL.
11. REMOVE DIVERSION STRUCTURE AND FILL IN DIVERSION CHANNEL WITH NATIVE MATERIAL.
12. SEE SHEET K4 FOR FINAL STABILIZATION OF DISTURBED AREAS.
13. REFER TO SECTION 672(1) OF THE SPECIAL PROVISIONS FOR DIVERSION CHANNEL REQUIREMENTS.
14. EXCAVATION ABOVE DIVERSION CHANNEL SHALL BE COMPLETED ACCORDING TO OSHA GUIDELINES & STANDARDS. SEE SHEET K3 FOR DIVERSION CHANNEL DETAILS.
15. TWO PUMPS SHALL BE AT THE PROJECT SITE FOR THE DURATION OF THE PROJECT. PUMPS SHALL MEET REQUIREMENTS OF SECTION 672 STREAM DIVERSION AND DE-WATERING.



1 DIVERSION CHANNEL
K3

SHEET NOTES:

1. CULVERTS SHALL HAVE A MINIMUM OF 18-INCHES OF COVER BEFORE TRAFFIC CAN DRIVE OVER THEM.
2. SHOE-FLY BYPASS ROAD IS NOT FEASIBLE ON THIS PROJECT.



MAT-SU BOROUGH
PUBLIC WORKS DEPARTMENT

RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

DIVERSION CHANNEL

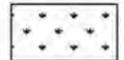
LOUNSBURY & ASSOCIATES, INC.
1175 N. LEATHERLEAF LOOP
STE. D WASILLA, ALASKA 99654
(907)357-9132
CERT. OF AUTH. NO. AECG391

FILE P:\2018\18-022 RIDGECREST\ENG\DWGS\KS-SITE-REVEGETATION-18-022.DWG 1/9/2019 11:08 AM LAYOUT J.C. CBW DRAFTED CBW CHECKED J.C. CBW DESIGNED

NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	K4	K4

SITE REVEGETATION:

- 

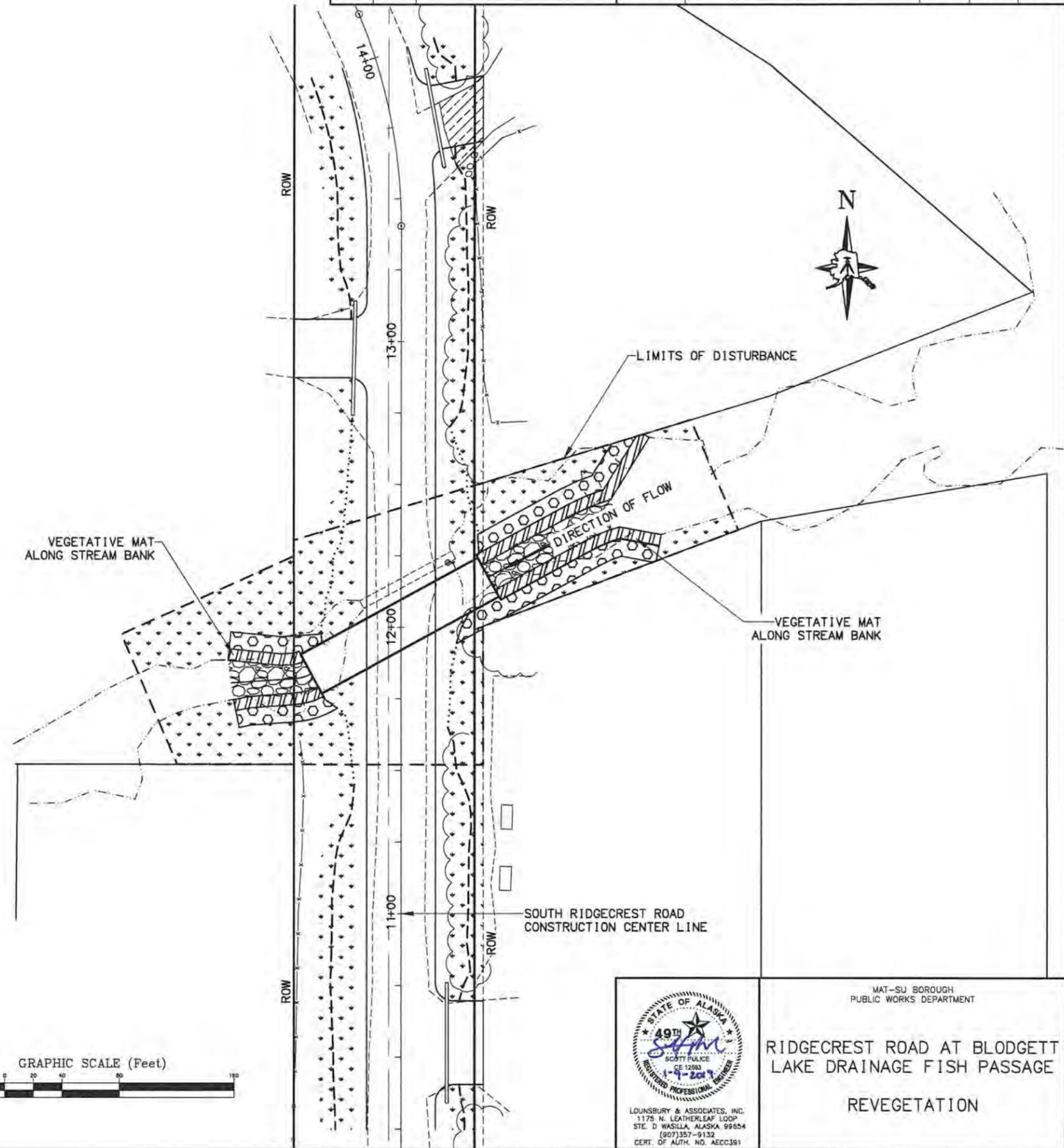
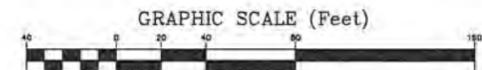
DISTURBED RIPARIAN AREAS: AFTER CONSTRUCTION IS COMPLETED, TOPSOIL AND SEED ALL CREEK AREAS USING "RIPARIAN" SEED MIX AS SPECIFIED IN THE SPECIAL PROVISIONS. RIPARIAN AREAS FOR THIS PROJECT ARE DEFINED AS FROM OHW TO 10 FEET OUTSIDE TOP BANK.
- 

DISTURBED AREA: COVER WITH 4 INCHES OF TOPSOIL. TRACKWALK AND SEED WITH SECTION 618 SEED MIX AS SPECIFIED IN THE SPECIAL PROVISIONS.
- 

VEGETATIVE MAT: PLACE SALVAGED VEGETATIVE MAT ALONG RECONSTRUCTED STREAMBANK. PROTECT HARVESTED VEGMAT BY PLACING IT ON AN IMPERMEABLE SURFACE (TARP, VISQUEEN, ETC.), AND WATERING DAILY.

NOTES:

1. CREEK BANKS SHALL BE SEEDED TO ORDINARY HIGH WATER (OHW) ELEVATION.
2. STREAM INFILL AREAS SHALL BE FILLED WITH NATIVE OR TYPE C MATERIAL AND TOP SOILED AND SEEDED ABOVE OHW ELEVATION.
3. INSTALL WILLOW STAKING AND VEGETATIVE MAT ON FACE OF BACKFILLED DIVERSION TRENCH.




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RIDGECREST ROAD AT BLODGETT
 LAKE DRAINAGE FISH PASSAGE

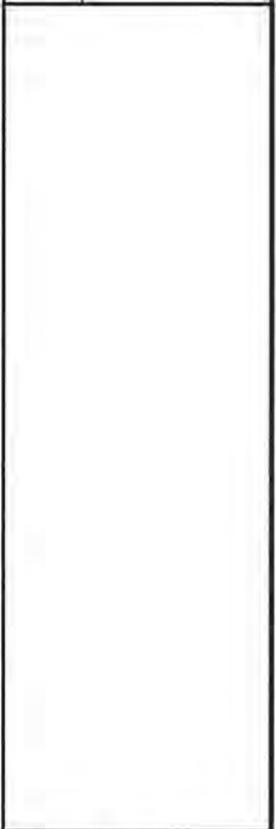
REVEGETATION

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 DESIGNED
 CBW
 CHECKED
 J.C
 DRAFTED
 CBW

ESCP NOTES:

1. THE CONTRACTOR SHALL DEVELOP A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THIS PROJECT. THE PLAN SHALL COMPLY TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS FOR STORM WATER DISCHARGE FROM CONSTRUCTION SITES. SEE SECTION 641 OF THE SPECIAL PROVISIONS. THE ALASKA SWPPP GUIDE (AS CURRENTLY AMENDED), AND ALL CONDITIONS OF PERMIT APPROVALS.
2. KEEP FREE OF LOOSE MATERIAL PAVED PORTIONS OF THE ROADWAY AND HAUL ROUTES OPEN TO THE PUBLIC, INCLUDING SECTIONS OF THE ROADWAY OFF THE PROJECT WHERE THE CONTRACTOR'S OPERATIONS HAVE INGRESS AND EGRESS. REFER TO SECTION 643 FOR THE PROJECT SPECIFICATION.
3. CONTRACTOR SHALL DOCUMENT ALL TEMPORARY STABILIZATION.
4. MINIMIZE THE AREA AND TIME PERIOD ERODIBLE SOIL IS EXPOSED TO STORM WATER. DISTURBED AREAS SHALL BE STABILIZED AS SOON AS PRACTICABLE.
5. THE SEDIMENT CONTROL DEVICES PROVIDED IN THE PLANS ARE APPROVED FOR USE IN THIS PROJECT. THE CONTRACTOR MAY USE OTHER DEVICES WITH APPROVAL FROM THE BOROUGH REPRESENTATIVE. THE PAYMENT FOR USE OF THESE DEVICES AND ANY OTHER APPROVED DEVICES IS CONSIDERED INCIDENTAL TO PAY ITEM 641(3) TEMPORARY EROSION AND POLLUTION CONTROL.
6. SEDIMENT CONTROL DEVICES SHALL BE INSTALLED BEFORE ERODIBLE SOIL IS EXPOSED AND MAY HAVE TO BE REMOVED AND REINSTALLED DAILY TO ALLOW CONSTRUCTION ACTIVITIES TO PROCEED. ALL DEVICES SHALL BE MAINTAINED ON A DAILY BASIS INCLUDING, BUT NOT LIMITED TO, REMOVAL AND DISPOSAL OF ACCUMULATED SOIL, CLEANING DEVICES AND REPLACEMENT OF DAMAGED DEVICES.
7. THE CONTRACTOR SHALL MAINTAIN DEVICES AND CORRECT ANY PROBLEMS OCCURRING DUE TO INADEQUATE PROTECTION MEASURES. INSPECT AND REPAIR DEVICES AFTER EACH RAINFALL. REMOVE AND DISPOSE OF SEDIMENT CONTROL DEVICES AFTER STABILIZATION OF SLOPES. EROSION AND SEDIMENT CONTROL SHALL BE INSPECTED BY CONTRACTOR EVERY 7 DAYS OR 24 HOURS OF A RAIN EVENT THAT EXCEEDS 0.5 INCHES. CONTRACTOR SHALL RECORD ALL RAINFALL EVENTS AND KEEP RECORDS ON SITE.
8. ONLY WATER, OR NON-TOXIC DUST PALLIATIVES SHALL BE USED TO CONTROL DUST.
9. PROVIDE EROSION CONTROL MATTING OR OTHER BMPs ON ALL SLOPES WHERE IMMEDIATE SEEDING IS NOT PRACTICAL.
10. AREA OF DISTURBANCE IS APPROXIMATELY 0.7 ACRES, THIS SHOULD BE USED FOR SWPPP PREPARATION. THE AREA OF DISTURBANCE INCLUDES THE EXISTING ROADWAY.

SHEET NO.	TOTAL SHEETS
Q1	Q4
STATE	YEAR
ALASKA	2019
PROJECT DESIGNATION	
18-27-2358	
NO.	REVISION
DATE	
NO.	REVISION
DATE	
NO.	REVISION
DATE	



MAT-SU BOROUGH
 PUBLIC WORKS DEPARTMENT
 RIDGECREST ROAD AT
 BLODGETT LAKE DRAINAGE
 FISH PASSAGE
 PLAN AND PROFILE
 NOTES

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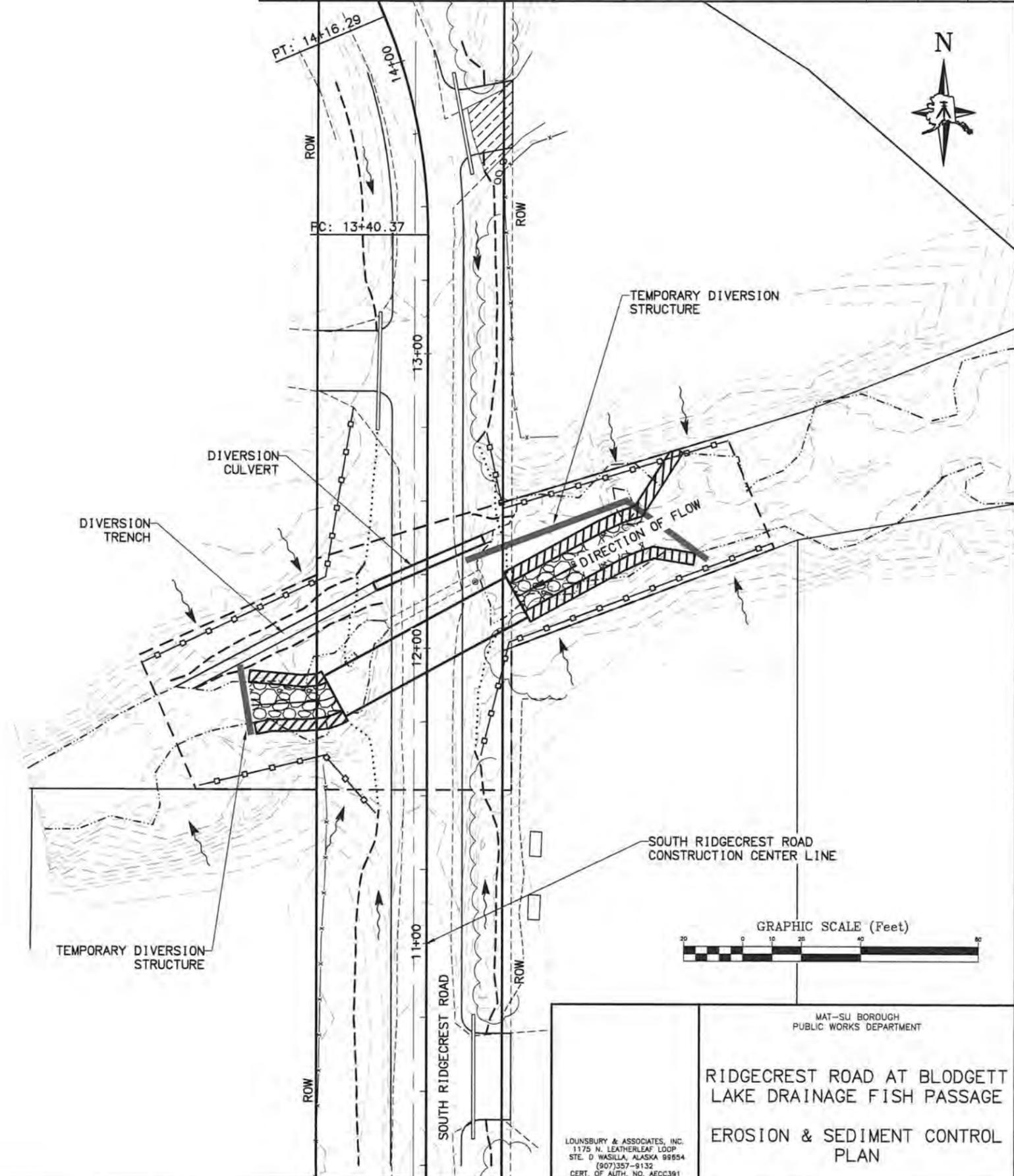
NO.	DATE	REVISION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA	18-27-2358	2019	Q2	Q4

ESCP NOTES:

1. EROSION AND SEDIMENT CONTROL PLAN SHEETS GIVE GENERAL INFORMATION FOR USE IN MINIMIZING EROSION AND OFFSET TRANSPORT OF SEDIMENT. THE CONTRACTOR IS EXPECTED TO PROVIDE SITE SPECIFIC DETAILS AND BMP'S BASED ON THE CONTRACTOR'S ACTUAL SCHEDULE AND CONSTRUCTION METHODS.
2. CONTRACTOR SHALL MINIMIZE THE AMOUNT OF DISTURBED AREA OPEN TO EROSION AT ANY ONE TIME.
3. PERIMETER CONTROLS SHALL BE INSTALLED PRIOR TO EARTH DISTURBING ACTIVITIES. UTILIZE VEGETATIVE BUFFERS, STRAW WATTLES, AND/OR SILT FENCE. APPROXIMATE LOCATIONS AS SHOWN ON THE PLAN SHEETS DEPEND ON THE METHOD OF WORK.
4. "FINISH AS YOU GO" STABILIZATION SHALL OCCUR AS EACH EARTH DISTURBING ACTIVITY IS COMPLETED IN ANY AREA. TEMPORARY STABILIZATION SHALL BE INSTALLED UNTIL PERMANENT STABILIZATION IS ACHIEVED.
5. PROVIDE STABILIZED CONSTRUCTION EXITS FOR VEHICLES LEAVING THE WORK AREA.
6. PROVIDE TEMPORARY EROSION CONTROL BMP'S FOR EXPOSED SOILS DURING CONSTRUCTION (HYDRO MULCH, EROSION CONTROL BLANKETS AND/OR FIBER ROLLS). PROVIDE VELOCITY DISSIPATORS AT ALL DEWATERING DISCHARGE POINTS.
7. EROSION AND SEDIMENT CONTROL DEVICES MAY HAVE TO BE REMOVED AND REINSTALLED DAILY TO ALLOW CONSTRUCTION ACTIVITIES TO PROCEED. MAINTAIN ALL DEVICES ON A DAILY BASIS INCLUDING BUT NOT LIMITED TO REMOVAL AND DISPOSAL OF ACCUMULATED SEDIMENT, CLEANING DEVICES AND REPLACEMENT OF DAMAGED DEVICES WITH NEW.
8. INSTALL PERMANENT EROSION CONTROL MEASURES SUCH AS RIPRAP APRONS AND EMBANKMENT STABILIZATION AS PRACTICABLE.
9. ALL DISTURBED GROUND CAPABLE OF SUPPORTING VEGETATION SHALL BE RE-VEGETATED FOR FINAL STABILIZATION. FINAL STABILIZED AREAS NOT RE-VEGETATED SHALL BE 100% COVERED BY ROCK, OR OTHER PERMANENT NON-ERODIBLE MATERIAL. ATTAINMENT OF FINAL STABILIZATION SHALL BE AS APPROVED IN THE FIELD BY THE ENGINEER.
10. SLOPE PROTECTION BMP'S SHALL INCLUDE SLOPE ROUGHENING MULCH, TACKIFYING, EROSION CONTROL BLANKETS, SEEDING ROCK LINING, OR OTHER METHODS APPROVED BY THE ENGINEER.
11. STOCKPILE AND STAGING LOCATIONS SHALL BE RECLAIMED TO THEIR ORIGINAL CONDITION.
12. ALL STOCKPILES OF ERODIBLE MATERIALS SHALL HAVE PERIMETER CONTROL IN PLACE.
13. THE WORK AREA SHALL BE ISOLATED FROM THE FLOWING WATER. VEHICLE OR EQUIPMENT OPERATION SHALL BE MINIMIZED IN FLOWING WATER.

LEGEND

-  SILT FENCE
-  DRAINAGE PATHWAY



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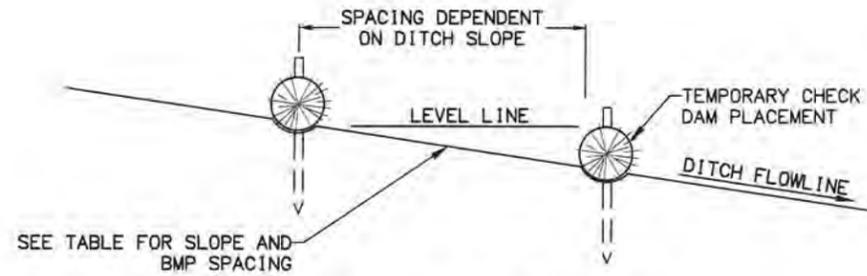
**RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE**

**EROSION & SEDIMENT CONTROL
PLAN**

LOUNSBURY & ASSOCIATES, INC.
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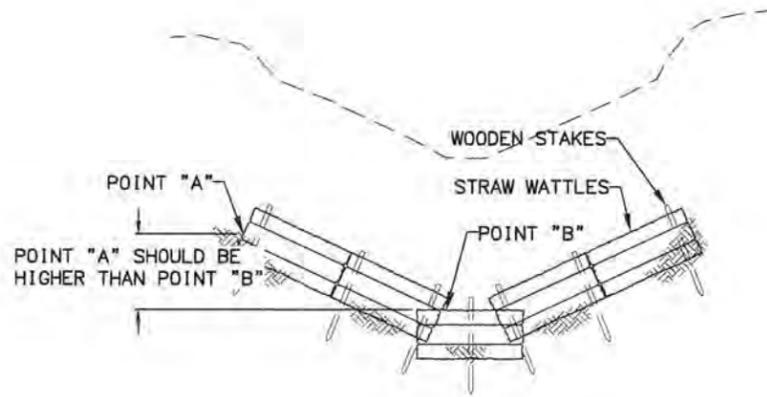
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			ALASKA	18-27-2358	2019	Q3	Q4

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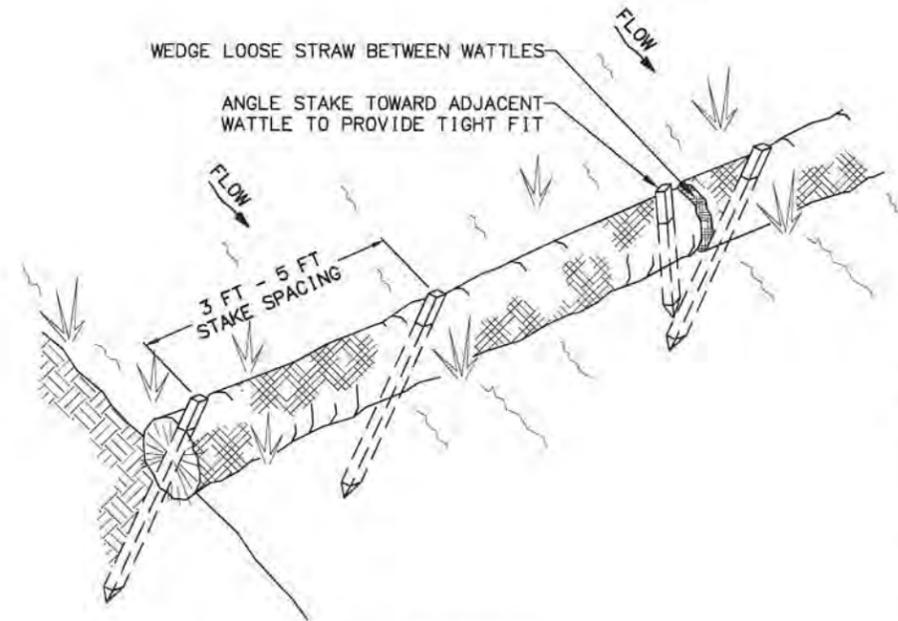


SECTION A-A SPACING BETWEEN CHECK DAMS

MAXIMUM DISTANCE BETWEEN BARRIERS	
SLOPE GRADIENT (%)	BARRIER SPACING (FT)
5	80
10	30
13	25
15	20



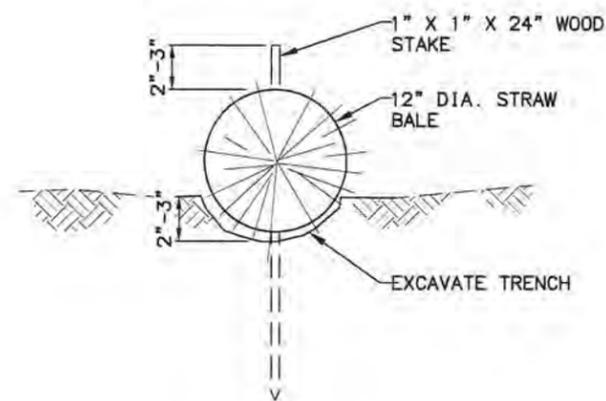
ELEVATION - DITCH LINE



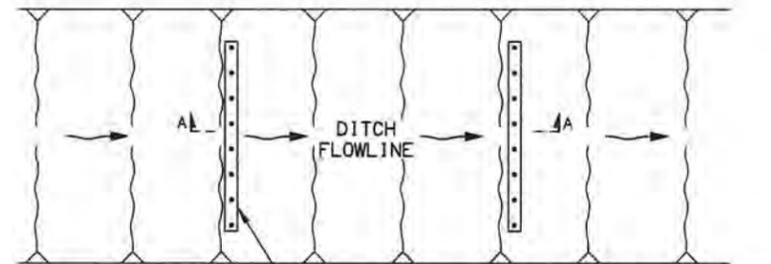
JOINT DETAIL

NOTES:

1. REMOVAL AND DISPOSAL OF TRAPPED SEDIMENT TO AN AREA NOT SUBJECT TO EROSION IS REQUIRED WHEN THE SEDIMENT HAS REACHED A HEIGHT OF 5". WHEN APPROVED BY THE ENGINEER, AFTER REMOVING STAKES, WATTLES MAY BE LEFT IN PLACE TO DECOMPOSE, OR MAY BE SPREAD AND SEEDED.
2. MAINTAIN A MINIMUM OF ONE FOOT ELEVATION DIFFERENCE BETWEEN THE TOP OF THE BARRIER AND THE TOP EDGE OF THE ROAD SHOULDER.
3. INSTALL BARRIERS AS SOON AS DRAINAGE ROUTES ARE ESTABLISHED.
4. BARRIERS SHALL BE MAINTAINED THROUGHOUT THE PROJECT DURATION.
5. IF DIRECTED BY THE BOROUGH REPRESENTATIVE, BARRIERS MAY BE PERMANENTLY LEFT IN PLACE.



TRENCH DETAIL



PLAN - DITCH LINE

TEMPORARY CHECK DAM SHALL BE CONSTRUCTED AT LOCATIONS AS INDICATED OR AS DIRECTED BY THE ENGINEER IMMEDIATELY AFTER THE DITCH FLOW LINE IS ESTABLISHED.

STRAW WATTLE - TEMPORARY CHECK DAM



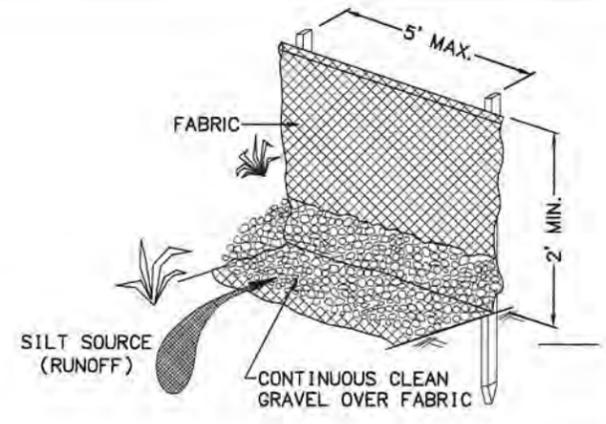
MAT-SU BOROUGH
PUBLIC WORKS DEPARTMENT

RIDGECREST ROAD AT BLODGETT
LAKE DRAINAGE FISH PASSAGE

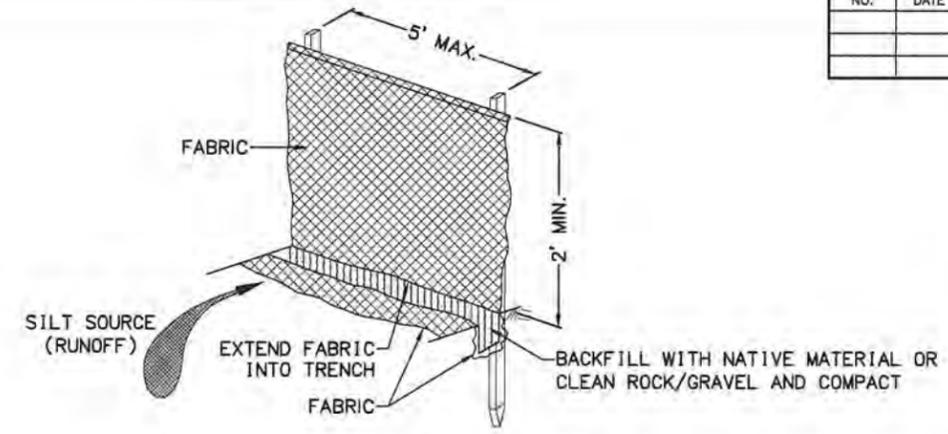
WATTLE DETAILS
EROSION AND SEDIMENT
CONTROL PLANS

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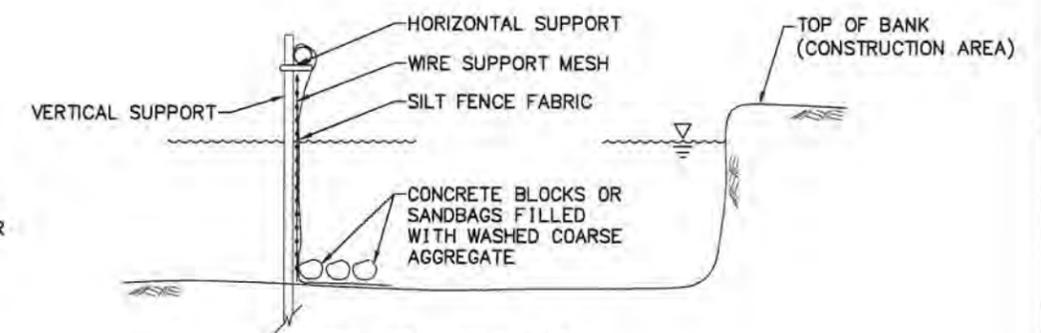
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			ALASKA	18-27-2358	2019	Q4	Q4



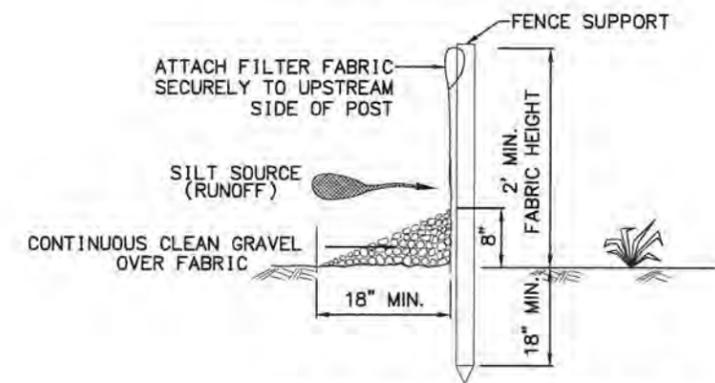
BACKFILL ALTERNATE



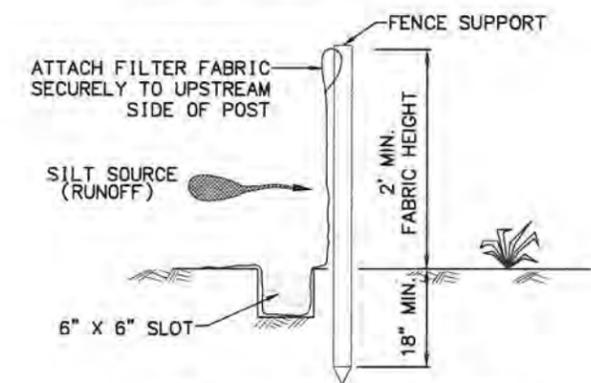
TRENCH ALTERNATE



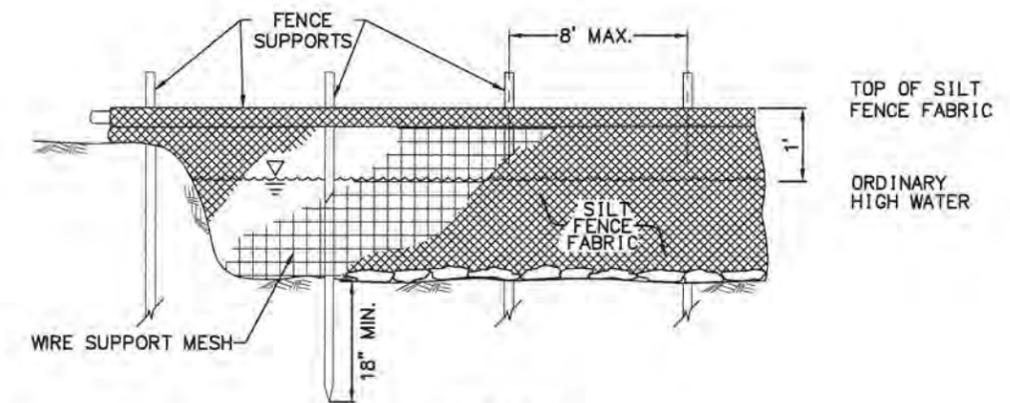
CROSS SECTION VIEW



BACKFILL CROSS SECTION



TRENCH CROSS SECTION



TYPICAL

FOR USE ON LAND

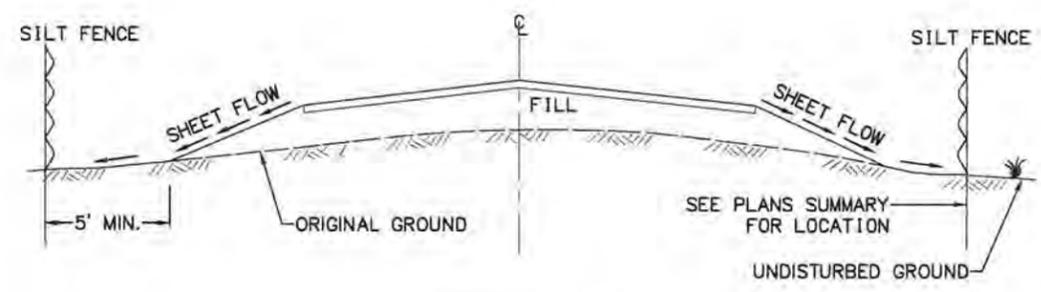
1. FENCE SHALL BE PLACED AT LEAST 5' FROM THE TOE OF EMBANKMENT OR EXCAVATION AREAS, OR AS DIRECTED BY THE ENGINEER.
2. ACCUMULATION OF SEDIMENT BEHIND SILT FENCE SHALL BE REMOVED WHEN DEPTH REACHES 12". REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

FOR USE IN WATER

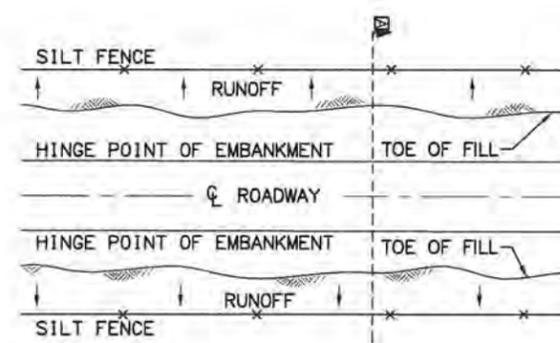
1. SECURE THE ENDS OF SILT FENCE TO THE BANK.
2. SILT FENCE FRAMEWORK SHALL BE NOMINAL 2" X 2" WOOD, 3" DIAMETER WOOD, #6 REBAR WITH PVC SLEEVES, 3/4" IRON PIPE, OR OTHER POSTS CAPABLE OF SUPPORTING THE INSTALLATION, AS APPROVED BY THE ENGINEER.
3. THE WIRE MESH SUPPORT SHALL BE WWF 6" X 6", W1 X W1 OR AS APPROVED BY THE ENGINEER.
4. FENCE ANCHORED IN STANDING WATER SHALL HAVE THE BOTTOM ANCHORED WITH SANDBAGS OR CONCRETE BLOCKS AS DETAILED ABOVE.

GENERAL NOTES:

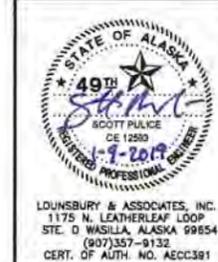
1. INSTALLATION AND APPLICATION SHALL BE IN ACCORDANCE WITH THE ADOT/PF SEDIMENT AND EROSION CONTROL MANUAL (<http://www.dot.state.ak.us>).
2. SILT FENCE FABRIC SHALL BE OVERLAPPED 6" AT FENCE SUPPORTS.
3. SILT FENCE FABRIC SHALL BE TAUT, NOT LOOSE OR FOLDED.
4. THE CONTRACTOR SHALL INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT.
5. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.



SECTION A-A



PLAN VIEW



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 CERT. OF AUTH. NO. AEC0381

MAT-SU BOROUGH
 PUBLIC WORKS DEPARTMENT

RIDGECREST ROAD AT BLODGETT
 LAKE DRAINAGE FISH PASSAGE

SILT FENCE DETAILS
 EROSION AND SEDIMENT
 CONTROL PLANS

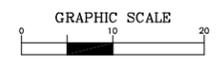
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SHEET NO.	TOTAL SHEETS
X1	X2
STATE	YEAR
ALASKA	2018

PROJECT DESIGNATION
18-27-2358

LEGEND

-  UNCLASSIFIED EXCAVATION
-  FILL
-  BORROW, TYPE IIA.
-  BORROW, TYPE B.
-  AGGREGATE BASE COURSE, GRADING D-1

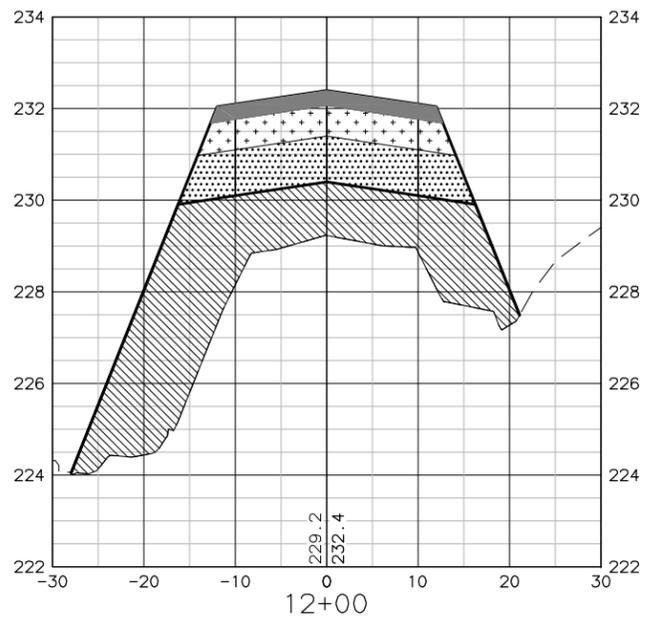
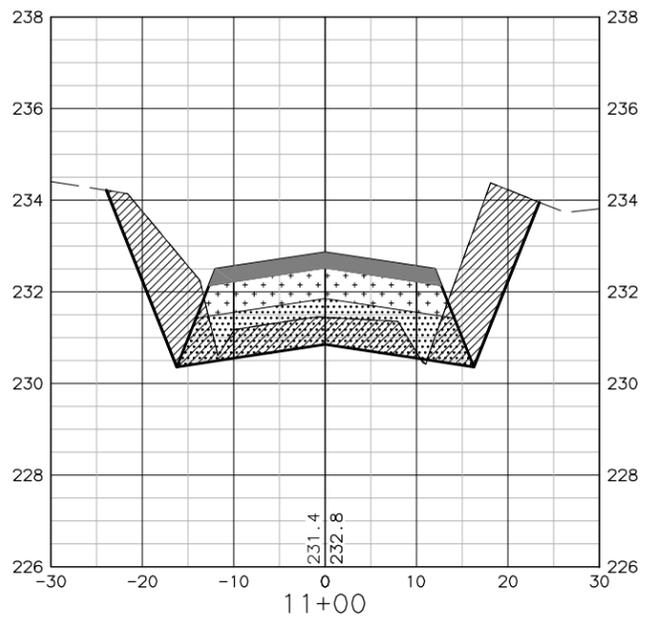
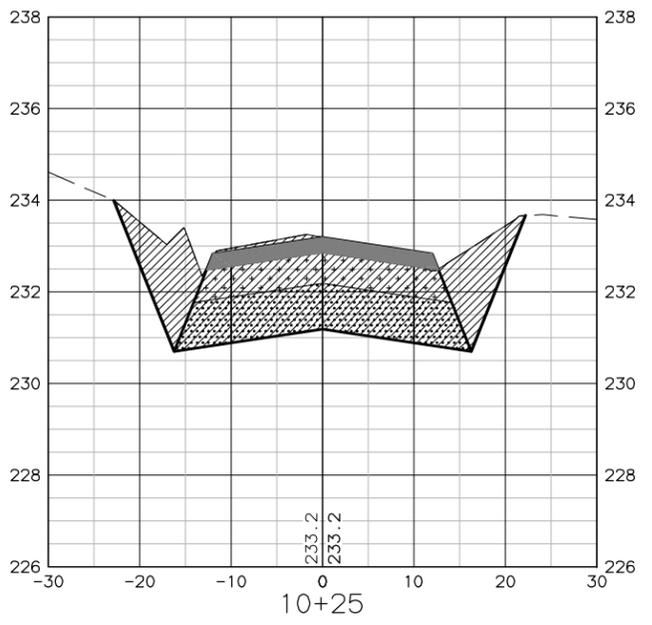
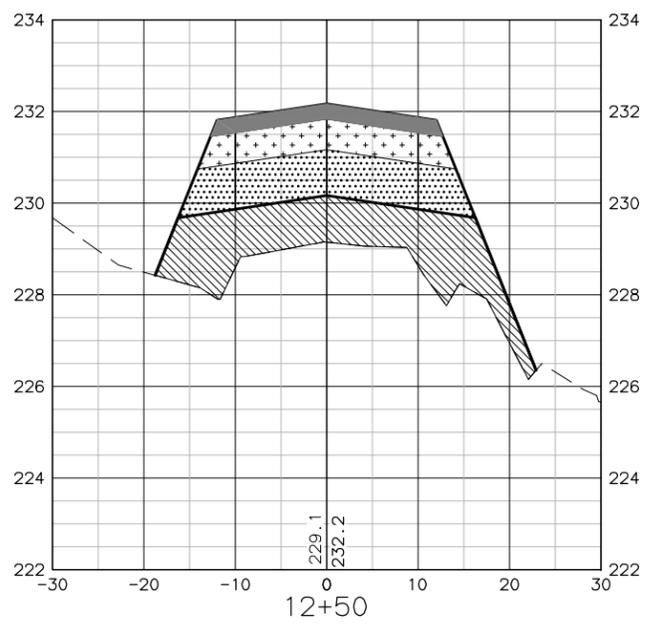
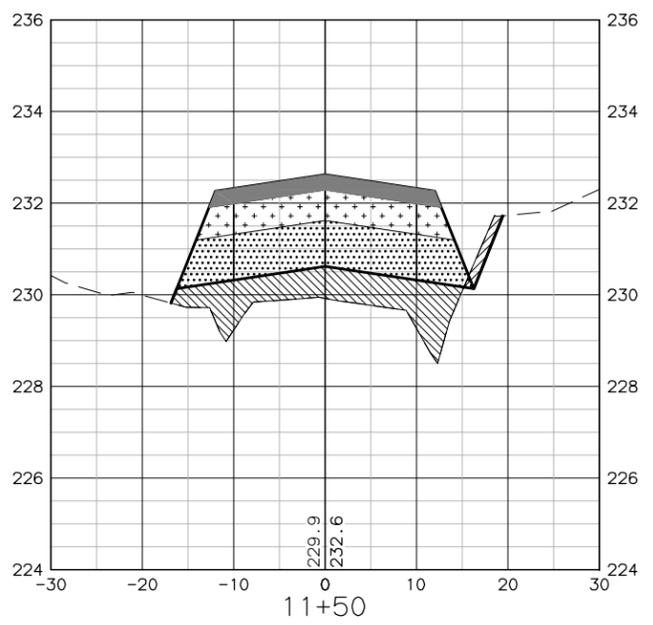
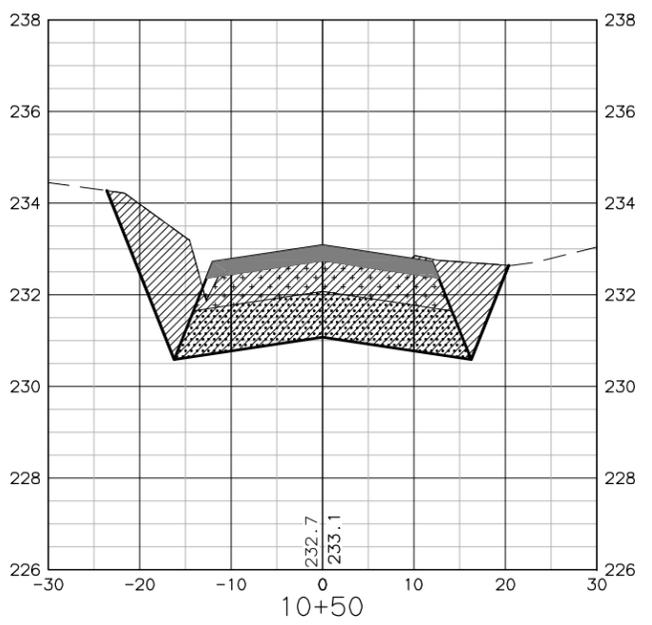


**BEFORE YOU DIG
 CALL FOR FREE
 UNDERGROUND
 LOCATION**

Locate Call Center of Alaska
 Statewide.....800-478-3121
 will notify subscribed utilities only. Other
 utilities need to be contacted individually.

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 WASILLA, ALASKA 99654
 (907)357-9132
 CERT. OF AUTH. NO. AECC391

MAT-SU BOROUGH
 PUBLIC WORKS DEPARTMENT
**RIDGECREST ROAD AT
 BLODGETT LAKE DRAINAGE
 FISH PASSAGE**
 CROSS SECTIONS
 'R' BOP - STA 12+50



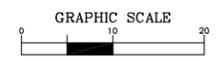
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SHEET NO.	TOTAL SHEETS
X2	X2
STATE	YEAR
ALASKA	2018

PROJECT DESIGNATION
18-27-2358

LEGEND

-  UNCLASSIFIED EXCAVATION
-  FILL
-  BORROW, TYPE IIA.
-  BORROW, TYPE B.
-  AGGREGATE BASE COURSE, GRADING D-1



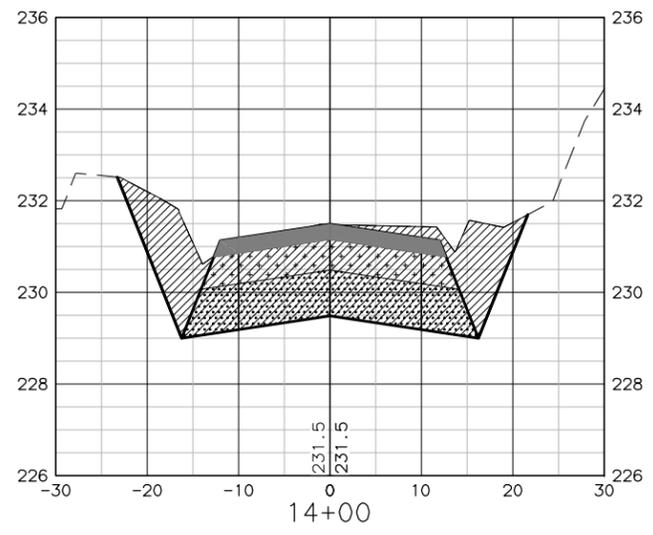
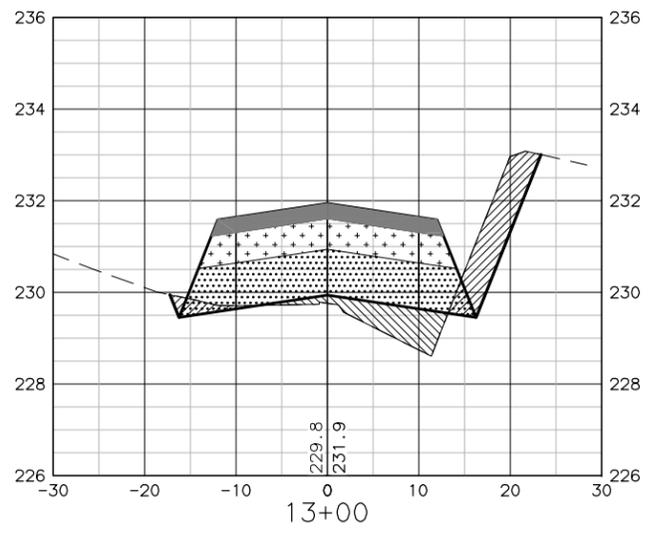
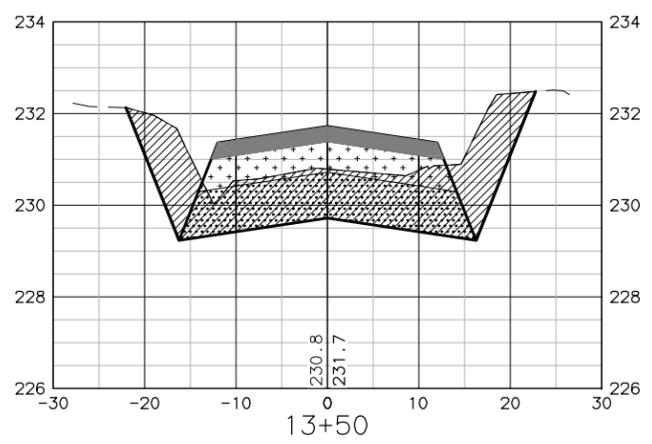
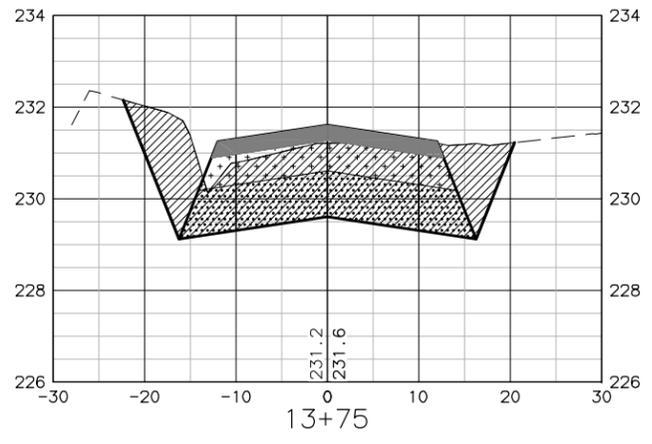
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Statewide.....800-478-3121
will notify subscribed utilities only. Other utilities need to be contacted individually.

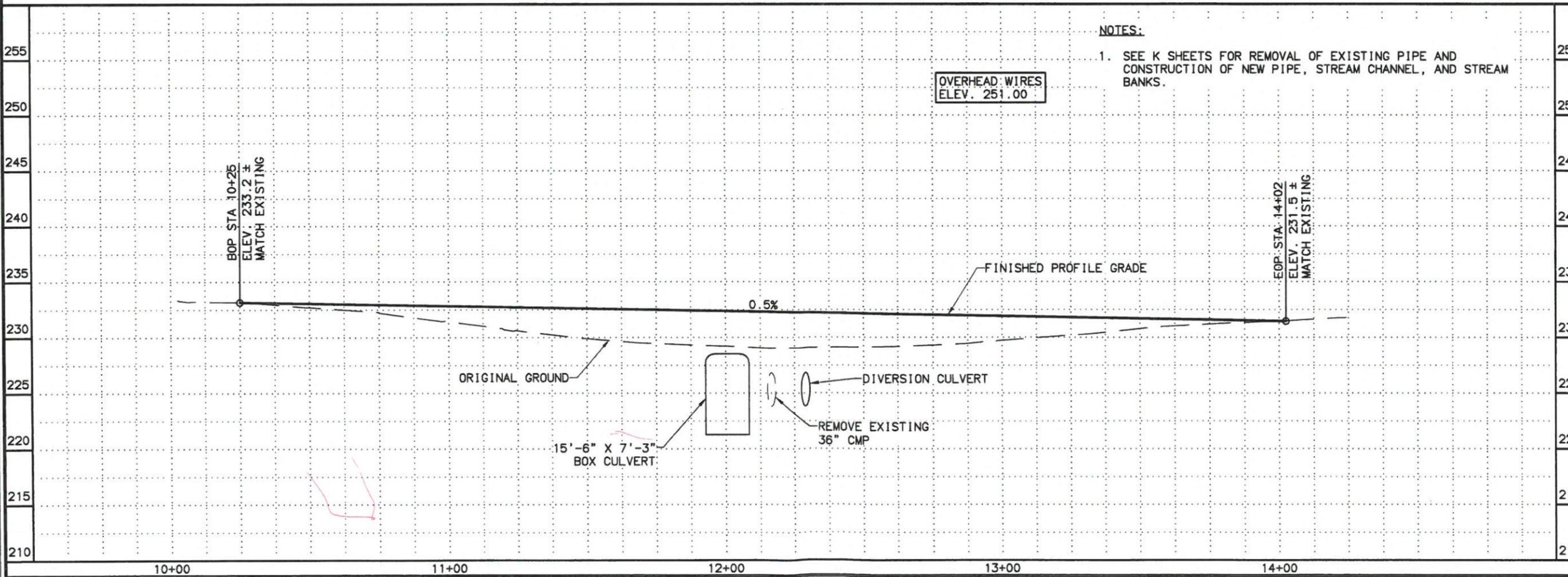
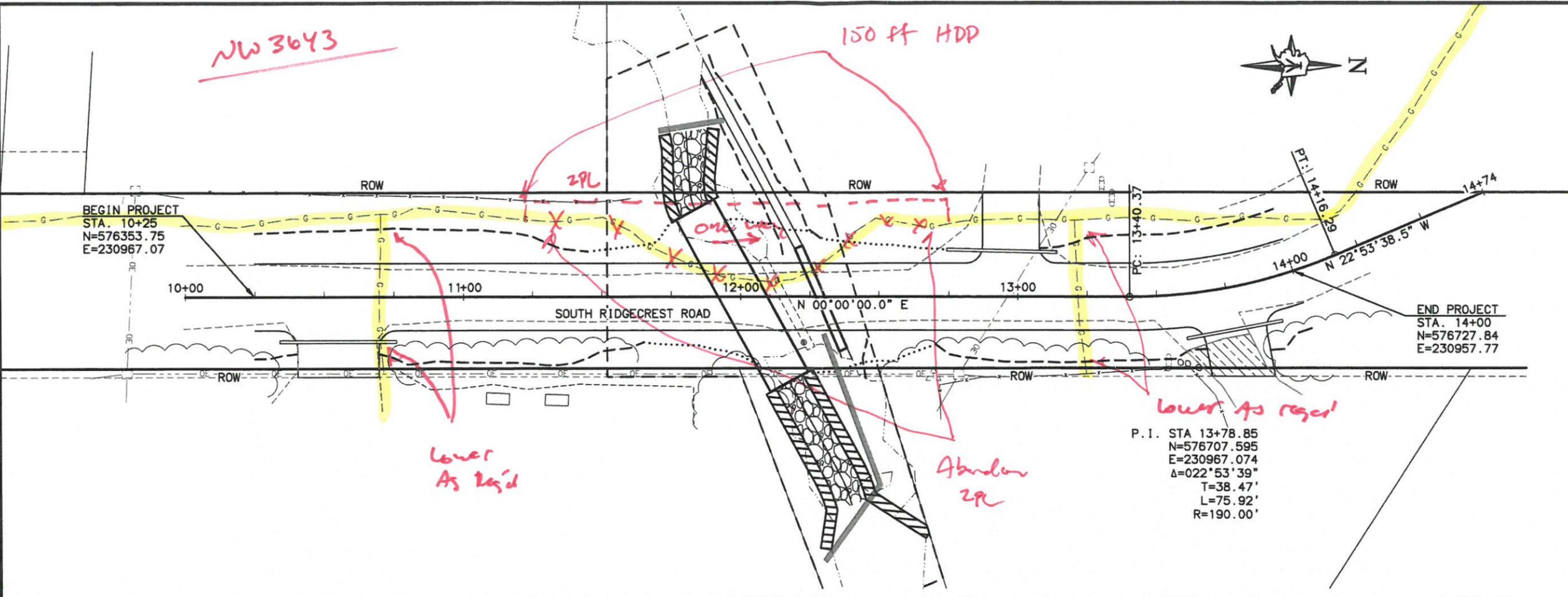
LOUNSBURY & ASSOCIATES, INC.
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(907)357-9132
CERT. OF AUTH. NO. AECC391

MAT-SU BOROUGH
PUBLIC WORKS DEPARTMENT
RIDGECREST ROAD AT
BLODGETT LAKE DRAINAGE
FISH PASSAGE

CROSS SECTIONS
'R' STA 13+00 - EOP

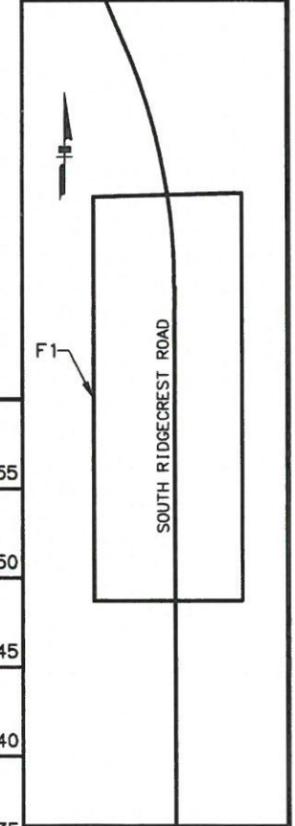


FILE [P:\2018\18-022 RIDGECREST\ENG\DWGS\F1_PLAN-AND-PROFILE_18-022.DWG] DATE/TIME 1/7/2019 2:24 PM LAYOUT DESIGNED CBW CHECKED JC DRAFTED CBW



NOTES:
 1. SEE K SHEETS FOR REMOVAL OF EXISTING PIPE AND CONSTRUCTION OF NEW PIPE, STREAM CHANNEL, AND STREAM BANKS.

SHEET NO.	TOTAL SHEETS
F1	F1
STATE	YEAR
ALASKA	2019
PROJECT DESIGNATION	
18-27-2358	
NO.	REVISION
NO.	REVISION
NO.	REVISION



STATE OF ALASKA
 49th
 SCOTT PRUDDE
 CE 12693
 1-7-2014
 REGISTERED PROFESSIONAL ENGINEER

LOUNSBURY & ASSOCIATES, INC.
 1175 N. LEATHERLEAF LOOP
 STE. D WASILLA, ALASKA 99654
 (907)357-9132
 CERT. OF AUTH. NO. AECC391

MAT-SU BOROUGH
 PUBLIC WORKS DEPARTMENT
 RIDGECREST ROAD AT
 BLODGETT LAKE DRAINAGE
 FISH PASSAGE
 PLAN AND PROFILE
 BOP - EOP



ALASKA DEPARTMENT OF NATURAL RESOURCES
Division of Mining, Land, and Water
Water Resources Section

550 West 7th Avenue, Suite 1020, Anchorage, AK 99501-3562

TEMPORARY WATER USE AUTHORIZATION
TWUA A2019-07

Pursuant to AS 46.15, as amended and the rules and regulations promulgated thereunder, permission is hereby granted to the Matanuska Susitna Borough (authorization holder), 350 E. Dahlia Avenue, Palmer, Alaska 99645, and its contractors, **to divert the entire stream flow** from the below described source of water. Water use is associated with culvert upgrades on S. Ridgecrest Road in Wasilla.

SOURCE OF WATER:

Little Meadow Creek at S. Ridgecrest Road in Wasilla, as it crosses the Section 7/8 section line, Township 17 North, Range 2 West, Seward Meridian.

STRUCTURES TO BE CONSTRUCTED AND USED:

As described in the application materials for TWUA A2019-07 and ADF&G Fish Habitat Permit FH19-IV-0038: Installation of a new 70'x15'6"x7'3" aluminum box culvert. The culvert will be 4' below the existing ground level and on 12" of type IIA bedding. The construction site will be isolated with supersacks or similar type. Silt fencing or other suitable containment techniques will be used to minimize the introduction of suspended solids into flowing waters. Little Meadow Creek will be routed through a temporary stream diversion consisting of an 8' wide by 2'-4' deep polyethylene plastic lined excavated inlet channel, a 36-inch wide by 35-foot long corrugated metal pipe, and polyethylene plastic lined excavated outlet channel. A new 11' wide stream channel will be constructed ~50' upstream and ~25' downstream of the culvert. Stream flow will be permanently rerouted through the newly constructed channel and aluminum box culvert. The original culvert and diversion pipe will be removed and backfilled. Additional instream rehabilitation and bank work will occur ~50' upstream and 25' downstream of the new culvert following installation. This will consist of grading the bank to a 2:1 slope, placement of a vegetative mat and live willow staking.

Changes in the natural state of water are to be made as stated herein and for the purposes indicated.

The authorization holder shall comply with the following conditions:

CONDITIONS:

1. This authorization does not authorize the authorization holder to enter upon any lands until proper rights-of-way, easements or permission documents from the appropriate landowner have been obtained.
2. Follow acceptable engineering standards in exercising the privilege granted herein.
3. Comply with all applicable laws, and any rules and/or regulations issued thereunder.
4. Except for claims or losses arising from negligence of the State, defend and indemnify the State, the State's agents and the State's employees against and hold each of them harmless from any and all claims, demands, suits, loss, liability and expense, including attorney fees, for injury to or death of persons and damages to or loss of property arising out of or connected with the exercise of the privileges covered by this authorization.

5. Notify the Water Resources Section upon change of address.
6. The authorization holder is responsible for obtaining and complying with other permits/approvals (state, federal, or local) that may be required prior to beginning activities pursuant to this authorization including, but not limited to, fish habitat permits from the Alaska Department of Fish and Game (ADF&G), Habitat Division and any adjacent landowner or agency.
7. The authorization holder shall allow an authorized representative of the Water Resources Section to inspect at reasonable times any facilities, equipment, practices or operators regulated or required under this authorization.
8. Failure to respond to a request for additional information during the term of the authorization may result in the termination of this authorization.
9. This authorization, or a copy thereof, shall be kept at the site of the authorized project described herein. The authorization holder is responsible for the actions of contractors, agents or other persons who perform work to accomplish the approved project and shall ensure that workers are familiar with the requirements and conditions of this authorization. For any activity that significantly deviates from the approved project during its siting, construction or operation, the authorization holder is required to contact the Water Resources Section and obtain approval before beginning the activity.
10. The Water Resources Section may modify this authorization to include different limitations, expand monitoring requirements, evaluate impacts or require restoration at the site.
11. Any false statements or representations in any application, record, report, plan or other document filed or required to be maintained under this authorization may result in the termination of this authorization.
12. Pursuant to 11 AAC 93.220(f), this authorization may be suspended or terminated by the Department of Natural Resources to protect the water rights of other persons or the public interest.
13. Operations shall not cause or contribute to the spread of preexisting or authorization holder caused contaminate plumes. Operations shall be conducted in such a way as to prevent any petroleum products or other hazardous substances from contaminating surface or ground water. Pumps and equipment will not be fueled or serviced within 100 feet of a pond, lake, stream or river unless they are situated within a catch basin designed to contain any spills. Vehicles will not be fueled or serviced within 100 feet of a pond, lake, stream or river. In case of accidental spills, absorbent pads and spill response kits shall be readily available. Appropriate disposal methods for waste products shall be followed. All spills must be reported to the Alaska Department of Environmental Conservation (ADEC) and the Alaska Department of Natural Resources. Authorization holder shall cooperate with lawful prohibitions, restrictions, instructions or work plan requirements issued by ADEC for authorization holder's projects.
14. All equipment used at or adjacent to water bodies must be clean and free from contamination and invasive species (terrestrial and aquatic) at all times to prevent the introduction of contamination and invasive species to the water body.
15. Except as described in the application materials: if banks, shores or beds are inadvertently disturbed, excavated, compacted or filled by activities attributable to this project, they shall be immediately stabilized to prevent erosion and resultant sedimentation of water body which could occur both during and after operations. The Water Resources Section is to be notified immediately if the above occurs. Additional corrective action may be required by ADNR and the land manager/owner.

16. Water discharge (including runoff) and diversion shall not be discharged at a rate or location resulting in sedimentation, erosion or other disruptions to the bed or banks of water bodies, causing water quality degradation.
17. The diversion channel must be capable of carrying anticipated stream flows during the construction period.
18. Any structure in fish bearing waters (including a screened enclosure, diversion, culvert, well-point, sump or infiltration gallery) must be designed, operated and maintained to prevent fish entrapment, entrainment or injury, unless specifically exempted by the Alaska Department of Fish and Game, Habitat Division.
19. Except as described in the application materials, there shall be no wheeled, tracked, excavating, or other machinery or equipment operated below the ordinary high water line to facilitate water withdrawal or diversion pursuant to this authorization. No other in-water activities will occur. Issuance of this authorization does not give the authorization holder the right to block or dam a water course.
20. All in-water work shall be conducted between May 15 and July 15, unless a different date range is specifically approved by the Alaska Department of Fish and Game, Habitat Division.
21. Record and immediately report to this office all complaints relating to pumping activities and surface discharge, including requests for information from residents, should the situation occur.
22. Deviations from the project description submitted with the application which affect water amounts, season of use, capacity, flow, operation or point of discharge/diversion must be approved by the Water Resources Section in writing prior to implementation.
23. Silt fencing or other suitable containment techniques must be used, as necessary, to minimize the introduction of suspended solids into flowing waters.
24. The placement of equipment and diversion structures shall not unnecessarily hinder public access.
25. Per 11 AAC 05.260(e), an annual administrative service fee shall be assessed on this authorization.

This Temporary Water Use Authorization is issued pursuant to 11 AAC 93.220. No water right or priority is established by a temporary water use authorization issued pursuant to 11 AAC 93.220. Water so used is subject to appropriation by others (11 AAC 93.210 (b)).

Pursuant to 11 AAC 93.210 (b), authorized temporary water use is subject to amendment, modification or revocation by the Department of Natural Resources if the Department of Natural Resources determines that amendment, modification or revocation is necessary to supply water to lawful appropriators of record or to protect the public interest.

This authorization shall expire on December 31, 2020.

Date issued: March 26, 2019

Approved: Henry Brook
Manager, South Central Region, Water Resources Section



FISH HABITAT PERMIT FH19-IV-0038 (Amendment #1)

ISSUED: January 21, 2020
EXPIRES: Life of Structure

Matanuska-Susitna Borough
Attn: Alex Senta
350 E. Dahlia Ave.
Palmer, AK 99645

RE: Culvert Replacement (Culvert No. 20501077)

Little Meadow Creek at S. Ridgecrest Road (Water Body No. 247-50-10330-2050-3050)
Sections 7 & 8, T 17 N, R 2 W, SM
Location: 61.5725 N, -149.6926 W

Dear Mr. Senta:

This amendment is written to authorize the extension of construction activities to December 31, 2020. All previous versions of this permit are hereby null and void.

Pursuant to the Anadromous Fish Act at AS 16.05.871(b), the Alaska Department of Fish and Game (ADF&G) Habitat Section has reviewed your proposal to replace a culvert on Little Meadow Creek at South Ridgecrest Drive.

Project Description

According to your project plans, you will replace a 36-inch wide by 37-foot long corrugated metal pipe (CMP) culvert with a 15-foot, 6-inch wide by 7-foot, 3-inch tall by 70-foot long aluminum box culvert. The culvert will be 4 feet below the existing ground level on 12 inches of Type IIA bedding. A low flow channel will be constructed in the pipe with a mixture of 1-part fine material to 1-part coarse material to a depth of 30 inches. At this time, you do not intend to construct aprons at the inlet or outlet of the culvert.

Little Meadow Creek will be routed through a temporary stream diversion consisting of an 8-foot wide by 2 to 4-foot in depth polyethylene plastic lined excavated inlet channel, a 36-inch wide by 35-foot long CMP, and polyethylene plastic lined excavated outlet channel (see attached guidelines). Efficient upstream and downstream fish passage will be maintained at all times. The construction site will be isolated with supersacks or similar type.

In addition, approximately 50 feet upstream and 25 feet downstream, a permanent stream channel will be constructed. The new channel will be 11 feet wide and filled with 18 inches of stream substrate material identical to the culvert. Approximately 19 cubic yards (cy) of streambed material will be placed below the ordinary high water mark upstream, and 38 cy will be utilized for the downstream channel.

Lastly, the stream flow will be permanently rerouted through the newly constructed channel and aluminum box culvert. The original culvert and diversion pipe will be removed and backfilled.

At this time, you intend to rehabilitate about 50 feet of bank upstream and 25 feet downstream of the installed culvert. This will consist of grading the bank to a 2:1 slope, and placement of a 4-foot long by 6-

inch thick layer of vegetative mat along with live willow staking. Installation methods will conform to the techniques described in the ADF&G manual Streambank Revegetation and Protection, A Guide for Alaska (2005). Your permit application and all materials, maps, and drawings are hereby adopted by reference into this permit.

Anadromous Fish Act

Little Meadow Creek (Water Body No. 247-50-10330-2050-3050) has been specified as being important for the spawning, rearing, or migration of anadromous fishes pursuant to AS 16.05.871(a). The waterbody provides habitat for chum, coho, pink, and sockeye salmon.

In accordance with AS 16.05.871(d), your project is approved subject to the project description and permit terms, and the following stipulations:

1. The applicant is responsible to maintain free fish passage for the life of the project, including all construction phases.
2. All in-water work shall be conducted between May 15 and July 15.
3. Silt fencing or other suitable containment techniques must be used, as necessary, to minimize the introduction of suspended solids into flowing waters.

Advisory: You have not requested to withdraw water from any fish bearing waterbodies in association with this project. However, if this becomes necessary, it must first be authorized by the Habitat Section. Please contact the Habitat Section at (907) 861-3200 for more information.

Advisory: This project is scheduled to be completed by December 31, 2020. Construction activities after this date may require an amendment. Please contact the Habitat Section at (907) 861-3200 for more information.

Advisory: Your activities may require a fish resource permit from the Division of Sport Fish. Please contact the Aquatic Resource Permit Coordinator at dgf.dsf.permitcoordinator@alaska.gov for more information.

You must maintain the integrity of the structure in accordance with the terms of this permit so that free fish passage is assured. You must restore any obstruction to the free fish passage to the satisfaction of ADF&G.

Permit Terms

This letter constitutes a permit issued under the authority of AS 16.05.871 and must be retained on site during project activities. Please be advised that this determination applies only to Habitat Section regulated activities; other agencies also may have jurisdiction under their respective authorities. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Habitat Section and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any provision contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is a Habitat Section responsibility. Therefore, we recommend you consult the Habitat Section before considering any deviation from the approved plan.

You shall give an authorized representative of the state free and unobstructed access to the permit site, at safe and reasonable times, for the purpose of inspecting or monitoring compliance with any provision of

this permit. You shall furnish whatever assistance and information the authorized representative reasonably requires for monitoring and inspection purposes.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. You shall mitigate any adverse effect upon fish or wildlife, their habitats, or any restriction or interference with public use that the commissioner determines was a direct result of your failure to comply with this permit or any applicable law.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

You may appeal this permit decision relating to AS 16.05.871 in accordance with the provisions of AS 44.62.330-630.

Please direct questions about this permit to Habitat Biologist Elena Fernandez at (907) 861-3204 or elena.fernandez@alaska.gov.

Sincerely,

Doug Vincent-Lang
Commissioner



By: Jonathan Kirsch
Matanuska-Susitna Area Manager
Habitat Section
(907) 861-3200

erf

Enclosures: Temporary Stream Diversion Procedures

cc:	A. Ott, Habitat	S. Ivey, SF	T. Long, SF	Permits, SF
	D. Dahl, AWT	J. Darby, AWT	R. Benkert, Habitat	T. Taranto, MSB
	G. O'Doherty, SF	Pagemaster, COE	L. Schick, DNR	R. Reich, Solstice



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
P.O. BOX 6898
JBER, AK 99506-0898

February 7, 2019

Regulatory Division
POA-2019-00031

Matanuska-Susitna Borough
Attention: Alex Senta
350 E. Dahlia Avenue
Palmer, Alaska 99645

Dear Mr. Senta:

This is in response to your January 11, 2019 application for a Department of the Army (DA) permit for the Matanuska-Susitna Borough, to discharge 200 cubic yards of fill under the ordinary high water mark of Meadow Creek in the approximate amount of 0.044 acre in order to construct and replace a culvert. It has been assigned file number POA-2019-00031, Meadow Creek, which should be referred to in all future correspondence with this office. The project site is located within Section 07&08, T. 17 N., R. 2 W., Seward Meridian; USGS Quad Map Anchorage C-8; Latitude 61.5725° N., Longitude 149.6925° W.; Matanuska-Susitna Borough, in Wasilla, Alaska.

DA permit authorization is necessary because your project will involve the placement of fill material into waters of the United States under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-3), dated January 23, 2019 is authorized by Nationwide Permit (NWP) No. 3, maintenance. NWP No. 3 and its associated Regional and General Conditions can be accessed at our website at: www.poa.usace.army.mil/Missions/Regulatory/Permits. The following Regional Conditions apply to your project:

- D – Site Restoration for Project with Ground Disturbing Activities
- E – Delineation of Project Footprint
- F – Maintenance of Hydrology Patterns
- G – Relocation of Stream Beds

You must comply with all terms and conditions associated with NWP No. 3.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

Unless this NWP is modified or revoked, it expires on March 19, 2022. It is incumbent upon you to remain informed of the changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at jesse.l.dewitt@usace.army.mil, by mail at the address above, by phone at (907) 753-2719, or toll free from within Alaska at (800) 478-2712, if you have questions or to request paper copies of the regional and/or general conditions. For more information about the Regulatory Program, please visit our website at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

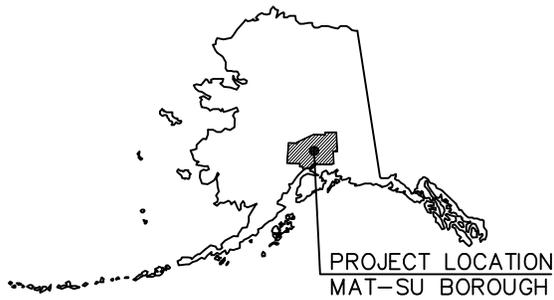
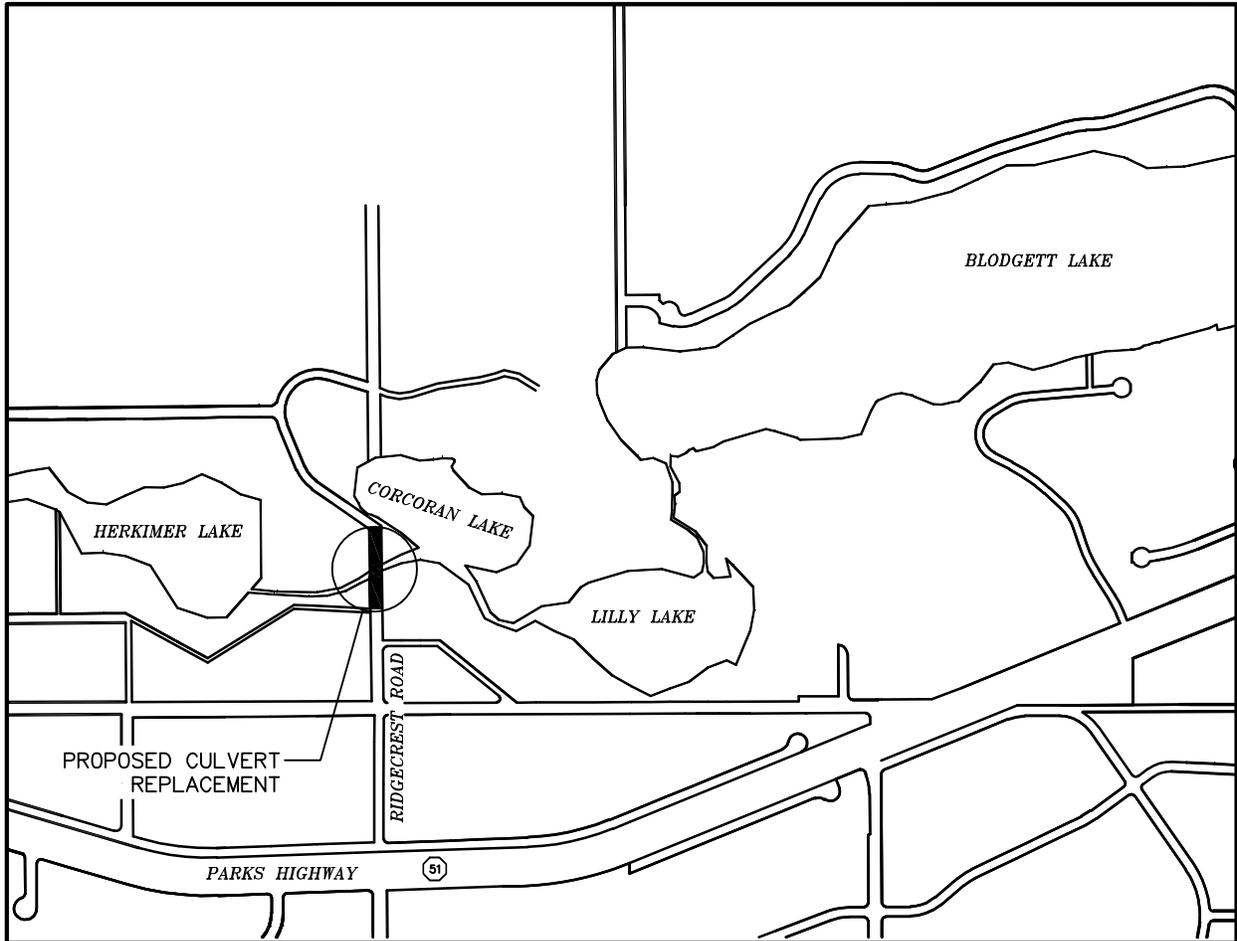
DEWITT.JESSE.LUD
WIG.1263820475

Digitally signed by
DEWITT.JESSE.LUDWIG.1263820475
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
cn=DEWITT.JESSE.LUDWIG.1263820475
Date: 2019.02.07 10:47:09 -09'00'

Jesse DeWitt
Regulatory Specialist

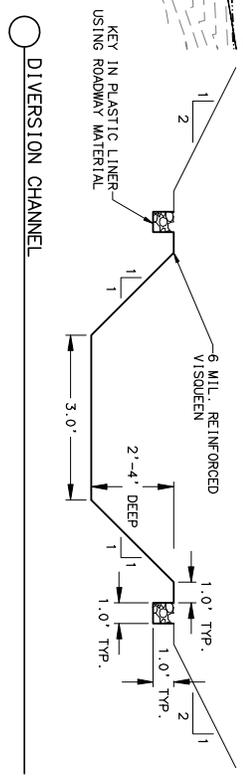
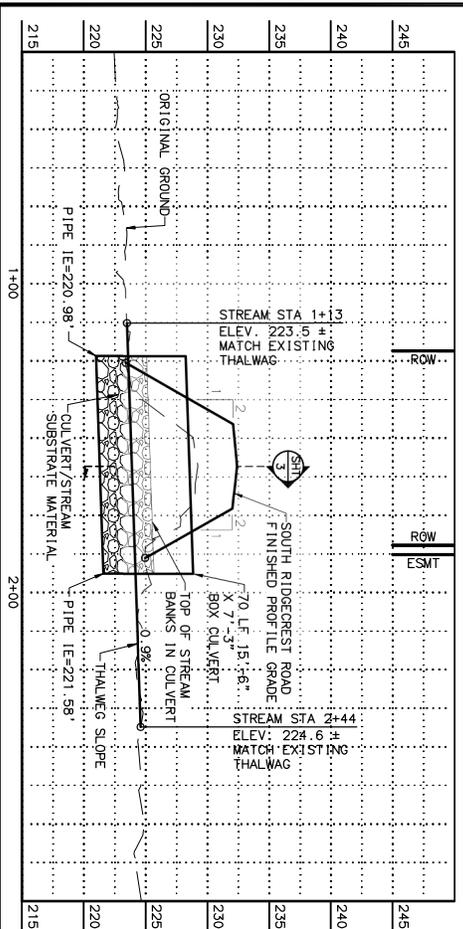
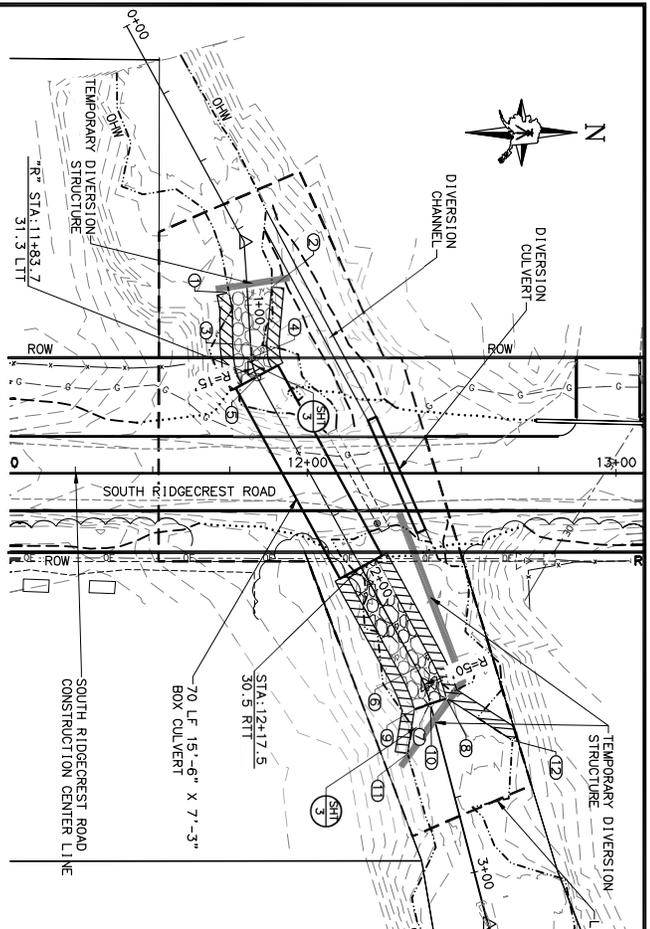
Enclosures

1. Certification Form
2. Project Plans



LOCATION MAP

Applicant: Matanuska-Susitna Borough
File No.: POA-XXXX-XXXX
Waterway: Blodgett Lake Drainage
Proposed Activity: Culvert replacement, stream reconstruction
Sec.: 7 T.: 17N R.: 2W
Meridian: Seward
Lat.: 61.5725° Long.: -149.6925°
Sheet: 1 of 3 Date: December 2018



NOTES:

1. SEE CULVERT/STREAM SUBSTRATE MATERIAL NOTES ON SHEET 3.
2. BRUSH LAYERING SHALL BE CONSTRUCTED PER THE "STREAMBANK REVEGETATION AND PROTECTION-A GUIDE FOR ALASKA" DESIGN GUIDELINES DATED 2005. SEE SHEET 3.
3. SEE SECTION 642, CONSTRUCTION SURVEYING AND MONUMENTS, FOR SURVEYING ORDINARY HIGH WATER REQUIREMENTS.

HYDROLOGIC & HYDRAULIC SUMMARY:

1. DRAINAGE AREA = 0.56 SQUARE MILES
2. EXCEEDANCE PROBABILITY = 1% (100 YEAR EVENT)
3. DESIGN DISCHARGE = 67 CFS
4. EXISTING 100 YEAR FLOOD PLAIN ELEVATION = 229.4'
5. PROPOSED 100 YEAR FLOOD PLAIN ELEVATION = 229.9'

LEGEND:

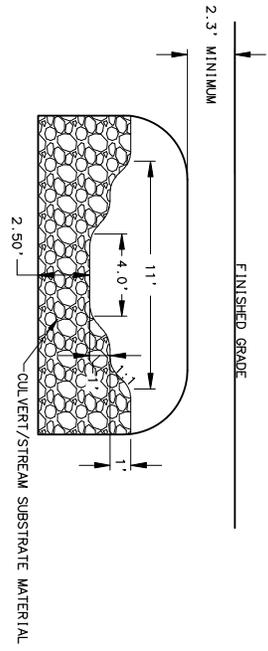
VEGETATIVE MAT AND LIVE WILLOW STAKING

STREAM CONSTRUCTION POINTS

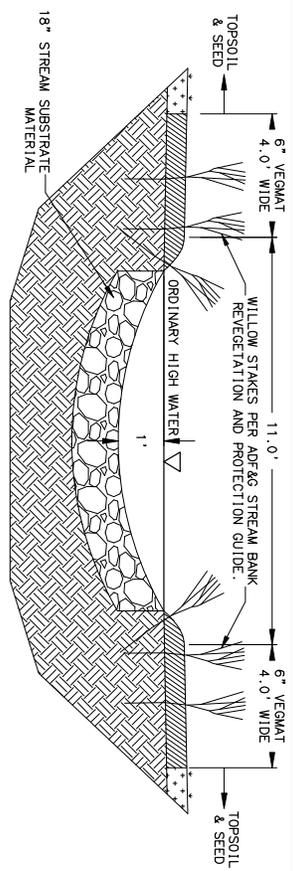
POINT #	STATION	OFFSET	REMARKS
1	11+74.8	58.4 LT	TIE INTO EXISTING STREAM BANK
2	11+88.5	60.3 LT	TIE INTO EXISTING STREAM BANK
3	11+81.7	41.5 LT	MATCH EXISTING THALWAG
4	11+82.0	37.4 LT	PC
5	11+83.8	31.1 LT	PT
6	12+35.3	63.0 RT	PC
7	12+39.8	74.4 RT	PT
8	12+45.1	72.9 RT	END OF STREAM SUBSTRATE
9	12+34.7	76.5 RT	END OF STREAM SUBSTRATE
10	12+40.0	75.1 RT	MATCH EXISTING THALWAG
11	12+32.5	90.8 RT	TIE INTO EXISTING STREAM BANK
12	12+66.5	86.6 RT	TIE INTO EXISTING STREAM BANK

POINTS REFERENCE SOUTH RIDGECREST ROAD CENTERLINE

Applicant: Motonuska-Sustina Borough
 File No.: POA-XXXX-XXXX
 Waterway: Blodgett Lake Drainage
 Proposed Activity: Culvert
 Replicomment, stream reconstruction
 Sec.: 7 T.: 17N R.: 2W
 Meridion: Seward
 Lat.: 61.5725° Long.: -149.6925°
 Sheet: 2 of 3 Date: December 2018



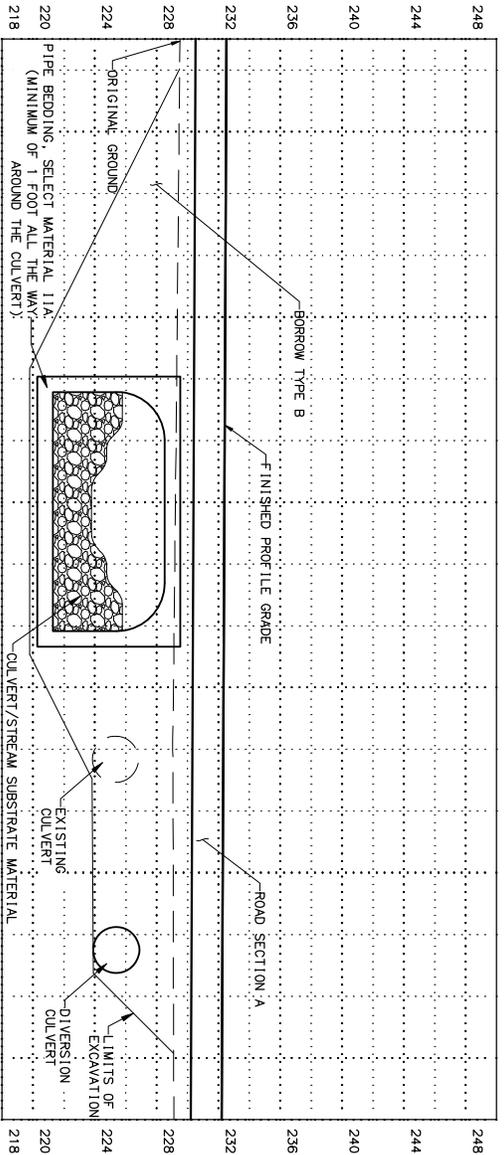
IN-CULVERT CHANNEL



BLODGETT LAKE DRAINAGE SIMULATION CHANNEL

STREAM SIMULATION NOTES:

1. CULVERT/STREAM SUBSTRATE MATERIAL SHALL BE 1 PART FINE MATERIAL AND 1 PART COARSE MATERIAL BY VOLUME. FINE MATERIAL SHALL MEET THE GRADATION SHOWN IN TABLE 1. COARSE MATERIAL SHALL MEET THE GRADATION SHOWN IN TABLE 2.
2. BOROUGH REPRESENTATIVE TO APPROVE OF MIXED CULVERT/STREAM SUBSTRATE MATERIAL BEFORE PLACEMENT IN CULVERT OR RECONSTRUCTED STREAM CHANNEL. NOTIFY THE BOROUGH REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE OF PLACING STREAM SIMULATION MATERIAL.
3. CONSTRUCT STREAM BED AND BANKS LEAVING A NON-UNIFORM SURFACE.
4. CONSTRUCT BANKS USING CULVERT/STREAM SUBSTRATE MATERIAL.
5. SALVAGED VEGETATIVE MAT MUST HAVE A MINIMUM THICKNESS OF 6 INCHES OR ADDED TOPSOIL PRIOR TO TRANSPLANTING. VEGETATIVE MAT CAN BE SOURCED FROM ON SITE ALONG WITH OFF-SITE. THE VEGETATIVE MAT MUST BE APPROVED BY THE BOROUGH REPRESENTATIVE PRIOR TO TRANSPLANTING.
6. ALL STREAM SUBSTRATE SHALL BE MIXED ON SITE BEFORE BEING PLACED INTO THE CULVERT.
7. ALL WILLOWS USED SHOULD BE FELT LEAF WILLOWS. WILLOW STAKES SHOULD BE 12"-18" LONG AND THREE QUARTERS OF THE WILLOW MUST BE INSTALLED BELOW GROUND.



EXCAVATION SECTION

SHEET NOTES

1. DEPICTED EXCAVATION LIMITS ARE FOR DETERMINING QUANTITIES ONLY. CONTRACTOR SHALL SLOPE BACK EXCAVATIONS FOR SAFETY IN ACCORDANCE WITH CURRENT OSHA AND STATE OF ALASKA REQUIREMENTS.
2. EXCAVATED MATERIAL IN THE EXISTING ROADWAY EMBANKMENT MEETING SELECT MATERIAL TYPE C, MAY BE USED FOR FILL AS APPROVED BY BOROUGH REPRESENTATIVE.

1. SEE F SHEET FOR RIDEGREST ROAD PLAN AND PROFILE.
2. EXCAVATION ABOVE DIVERSION CHANNEL SHALL BE COMPLETED ACCORDING TO OSHA GUIDELINES & STANDARDS.

TABLE 1

SI	SEIVE	% PASSING
1	100K	100%
2	85-95K	85-95%
3	60-70K	60-70%
4	40-50K	40-50%
5	20-30K	20-30%
6	#10 Sand	10-20%

TABLE 2

SI	SIZE	% PASSING
1	15"	100%
2	12"	80-90%
3	10"	65-75%
4	7"	35-45%
5	5"	15-25%

Applicant: Motonuska-Sustina Borough
 File No.: POA-XXXX-XXXX
 Waterway: Blodgett Lake Drainage
 Proposed Activity: Culvert
 Replacemnt, stream reconstruction
 Sec.: 7 T.: 17N R.: 2W
 Meridion: Seward
 Lot.: 61.5725° Long.: -149.6925°
 Sheet: 3 of 3 Date: December 2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION*	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 100px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 130px;" type="text"/>
* Title: <input style="width: 400px;" type="text"/>	
* SIGNATURE: <input style="width: 350px;" type="text"/>	* DATE: <input style="width: 190px;" type="text"/>



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.